

# भारत का राजपत्र The Gazette of India

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सं. 3] नई दिल्ली, जनवरी 13—जनवरी 19, 2013, शनिवार/पौष 23—पौष 29, 1934  
No. 3] NEW DELHI, JANUARY 13—JANUARY 19, 2013, SATURDAY/PAUSA 23—PAUSA 29, 1934

भाग में भिन्न पृष्ठ संख्या दी जाती है जिससे कि यह पुस्तक संकलन के रूप में रखा जा सके  
Separate Paging is given to this Part in order that it may be filed as a separate compilation

भाग II—खण्ड 3—उप-खण्ड (ii)  
PART II—Section 3—Sub-section (ii)

भारत सरकार के मंत्रालयों (रक्षा मंत्रालय को छोड़कर) द्वारा जारी किए गए सांविधिक आदेश और अधिसूचनाएं  
Statutory Orders and Notifications Issued by the Ministries of the Government of India  
(Other than the Ministry of Defence)

वित्त मंत्रालय

( वित्तीय सेवाएं विभाग )

नई दिल्ली, 19 दिसम्बर, 2012

MINISTRY OF FINANCE

(Department of Financial Services)

New Delhi, the 19th December, 2012

का.आ. 119.—वित्तीय आस्तियों का प्रतिभूतिकरण एवं पुनर्गठन और प्रतिभूति हित का प्रवर्तन अधिनियम, 2002 की धारा 21 की उप-धारा (1) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, केन्द्रीय सरकार, एतद्वारा, श्री आर. वी. वर्मा, अध्यक्ष एवं प्रबंध निदेशक, राष्ट्रीय आवास बैंक (एनएचबी) के रजिस्ट्रार तथा प्रबंध निदेशक एवं मुख्य कार्यकारी अधिकारी (केन्द्रीय रजिस्ट्रार), भारतीय केन्द्रीय आस्ति प्रतिभूतिकरण पुनर्गठन और प्रतिभूति हित रजिस्ट्री (सीईआरएसआई), के रूप में उनके कार्यकाल को अगले छः माह के लिए अर्थात् 01-07-2012 से 31-12-2012 तक या अगले आदेशों तक, जो भी पहले हो, बढ़ाती है।

2. श्री आर. वी. वर्मा, राष्ट्रीय आवास बैंक के अध्यक्ष एवं प्रबंध निदेशक के रूप में अपने कर्तव्यों के अतिरिक्त केन्द्रीय रजिस्ट्रार का कार्यभार भी संभालेंगे।

[ फा. सं. 56/5/2007-बीओ-II(रिकवरी) ]

मिहिर कुमार, निदेशक (रिकवरी)

S.O. 119.—In exercise of the powers conferred by sub-section (i) of Section 21 of the Securitization and Reconstruction of Financial Assets and Enforcement of Security Interest Act, 2002, the Central Government hereby extends the tenure of Shri R.V. Verma, Chairman and Managing Director, National Housing Bank (NHB), as the Registrar and Managing Director and Chief Executive Officer (Central Registrar), Central Registry of Securitization Asset Reconstruction and Security Interest of India (CERSAI) for a further period of six months with effect from 01-07-2012 till 31-12-2012 or until further orders, whichever is earlier.

2. Shri R.V. Verma shall hold the charge of Central Registrar in addition to his duties as Chairman & Managing Director, National Housing Bank (NHB).

[F. No. 56/5/2007-BO-II (REC)]

MIHIR KUMAR, Director (Recovery)

(राजस्व विभाग)

नई दिल्ली, 31 दिसम्बर, 2012

का.आ. 120.—केन्द्रीय सरकार, राजभाषा (संघ के शासकीय प्रयोजनों के लिए प्रयोग) नियम, 1976 के नियम 10 के उप-नियम (4) के अनुसरण में राजस्व विभाग के अधीन प्रवर्तन निदेशालय के निम्नलिखित क्षेत्रीय तथा उप क्षेत्रीय कार्यालयों को जिनके 80% से अधिक कर्मचारियों ने हिन्दी का कार्य साधक ज्ञान प्राप्त कर लिया है, अधिसूचित करती है :-

1. प्रवर्तन निदेशालय, क्षेत्रीय कार्यालय चैन्नई, शास्त्री भवन, तृतीय तल, तीसरा ब्लॉक, बी विंग, नं. 26, हड्डोस रोड, चैन्नई-600006.
2. प्रवर्तन निदेशालय, उप क्षेत्रीय कार्यालय, 209, पालिका प्लाजा (फेस-2), एम. टी. एच. कम्पाउंड, इंदौर, मध्य प्रदेश।
3. प्रवर्तन निदेशालय, उप क्षेत्रीय कार्यालय, पुराना नं. 43, नया नं.-6, बैसेन्ट रोड चोक्कीकुलम, मदुरै-625002.

[फा. सं. ई. 11017/1/2012-एडी (हिन्दी-4)]

चन्द्रभान नारनाली, निदेशक (राजभाषा)

(Department of Revenue)

New Delhi, the 31st December, 2012

S.O. 120.—In pursuance of sub rule (4) of Rule 10 of the Official Languages (Use for Official Purpose of the Union) Rules, 1976 the Central Government hereby notifies the following regional and Sub-Regional Offices of the Directorate of Enforcement under the Department of Revenue, where more than 80% staff have acquired the working knowledge of Hindi :—

1. Directorate of Enforcement, Regional Office Chennai, Shashtri Bhavan, Third Floor, Third Block, B Wing No. 26, Haddos Road, Chanai-600006.
2. Directorate of Enforcement, Sub-Regional Office Indore, 209 Palika Plaza, (Phase-II) MFH Compound, Indore, M.P.
3. Directorate of Enforcement, Sub-Regional Office, Chokkikulam, Old No. -42, New No-6, Basant Road, Chokkikulam, Madurai-625002.

[F.No. E. 11017/1/2012-AD(Hindi-4)]

CHANDERBHAN NARNAULI, Director (OL)

नई दिल्ली, 11 जनवरी, 2013

का.आ. 121.—रुग्ण औद्योगिक कंपनी (विशेष उपबंध) अधिनियम, 1985 की धारा 6 की उप-धारा (5) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, केन्द्रीय सरकार, एतद्वारा, औद्योगिक और वित्तीय पुनर्निर्माण बोर्ड (बीआईएफआर) में सदस्य श्री बी. एस. मीना, आईएस (सेवानिवृत्त) को उनके कार्यभार ग्रहण करने की

तारीख से अगले आदेशों तक, औद्योगिक और वित्तीय पुनर्निर्माण बोर्ड के अध्यक्ष के रूप में कार्य करने के लिए प्राधिकृत करती है।

[फा. सं. 20/2/2011-आईएफ-II]

अतीश सिंह, निदेशक (आई एफ-II)

New Delhi, the 11th January, 2013

S.O. 121.—In exercise of the powers conferred by sub-section (5) of Section 6 of the Sick Industrial Companies (Special Provisions) Act, 1985, the Central Government hereby authorizes Shri B.S. Meena, IAS (Retd.), Member in the Board for Industrial & Financial Reconstruction (BIFR) to act as Chairman, BIFR from the date of assumption of the charge until further orders.

[F.No. 20/2/2011-IF-II]

ATEESH SINGH, Director (IF-II)

नई दिल्ली, 11 जनवरी, 2013

का.आ. 122.—राष्ट्रीय बैंक (प्रबंध प्रकीर्ण उपबंध), स्कीम, 1970/1980 के खंड 3 के उपखंड (1) और खंड 8 के उपखंड (1) के साथ पठित, बैंककारी कंपनी (उपक्रमों का अर्जन एवं अंतरण) अधिनियम, 1970/1980 की धारा 9 की उप-धारा (3) के खंड (क) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, केन्द्रीय सरकार, भारतीय रिजर्व बैंक से परामर्श करने के पश्चात् एतद्वारा, सेन्ट्रल बैंक आफ इंडिया के कार्यपालक निदेशक श्री आर. के. दुबे (जन्म तिथि : 10-9-1954) को उनके द्वारा पद ग्रहण करने की तारीख से 30-9-2014 तक अर्थात् उनके द्वारा अधिवर्षिता की आयु प्राप्त कर लेने तक अथवा अगले आदेशों तक, जो भी पहले हो, केनरा बैंक के अध्यक्ष एवं प्रबंध निदेशक के रूप में नियुक्त करती है।

[फा. सं. 4/4/2011-बीओ-I]

विजय मल्होत्रा, अवर सचिव

New Delhi, the 11th January, 2013

S.O. 122.—In exercise of the powers conferred by clause (a) of sub-section (3) of Section 9 of the Banking Companies (Acquisition and Transfer of Undertakings) Act, 1970/1980 read with sub-clause (1) of Clause 3 and sub-clause (1) of Clause 8 of the Nationalised Banks (Management and Miscellaneous Provisions) Scheme, 1970/1980, the Central Government, after consultation with the Reserve Bank of India, hereby appoints Sh. R.K. Dubey (DoB: 10-9-1954), Executive Director, Central Bank of India as Chairman and Managing Director, Canara Bank for a period with effect from the date of his taking over the charge of the post till 30-9-2014, i.e. date of his attaining the age of superannuation or until further orders, whichever is earlier.

[F.No. 4/4/2011-BO-I]

VIJAY MALHOTRA, Under Secy.

नई दिल्ली, 11 जनवरी, 2013

**का.आ. 123.**—मंत्रिमंडलीय नियुक्ति समिति द्वारा दिनांक 11-12-2008 को अनुमोदित दिशानिर्देश संख्या 18(52) ईओ/08 (एसीसी) के साथ पठित भारतीय रिजर्व बैंक अधिनियम, 1934 की धारा 8 की उप-धारा (1) के खण्ड (क) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, केन्द्रीय सरकार, एतद्द्वारा, डॉ. उज्जित आर. पटेल को उनकी नियुक्ति की अधिसूचना की तारीख से तीन वर्ष की अवधि के लिए अथवा अगले आदेशों तक, जो भी पहले हो, भारतीय रिजर्व बैंक के डिप्टी-गवर्नर के रूप में नियुक्त करती है।

[फा. सं. 7/1/2012-बीओ-1]

श्रेया गुहा, निदेशक

New Delhi, the 11th January, 2013

**S.O. 123.**—In exercise of the powers conferred by clause (a) of sub-section (1) of Section 8 of the Reserve Bank of India Act, 1934 read with guidelines No. 18(52) EO/08 (ACC) dated 11-12-2008, approved by the Appointments Committee of the Cabinet, the Central Government hereby appoints Dr. Urjit R. Patel, as Deputy Governor, Reserve Bank of India for a period of three years from the date of Notification of his appointment or until further orders, whichever is earlier.

[F. No. 7/1/2012-BO-1]

SREYA GUHA, Director

नई दिल्ली, 11 जनवरी, 2013

**का.आ. 124.**—राष्ट्रीय बैंक (प्रबंध प्रकीर्ण उपबंध), स्कीम, 1970/1980 के खंड 3 के उपखंड (1) और खंड 8 के उपखंड (1) के साथ पठित, बैंककारी कंपनी (उपक्रमों का अर्जन एवं अंतरण) अधिनियम, 1970/1980 की धारा 9 की उप-धारा (3) के खंड (क) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, केन्द्रीय सरकार, भारतीय रिजर्व बैंक से परामर्श करने के पश्चात् एतद्द्वारा, बैंक आफ इंडिया के महाप्रबंधक श्री राज कुमार गोयल (जन्म तिथि : 1-1-1957) को उनके द्वारा पद ग्रहण करने की तारीख से 31-12-2016 तक अर्थात् उनके द्वारा अधिवर्षिता की आयु प्राप्त कर लेने तक अथवा अगले आदेशों तक, जो भी पहले हो, सेन्ट्रल बैंक आफ इंडिया के कार्यपालक निदेशक के रूप में नियुक्त करती है।

[फा. सं. 4/5/2011-बीओ-1]

विजय मल्होत्रा, अवर सचिव

New Delhi, the 11th January, 2013

**S.O. 124.**—In exercise of the powers conferred by clause (a) of sub-section (3) of Section 9 of the Banking Companies (Acquisition and Transfer of Undertakings) Act, 1970/1980 read with sub-clause (1) of Clause 3 and sub-clause (1) of Clause 8 of the Nationalised Banks (Management and Miscellaneous Provisions) Scheme,

1970/1980, the Central Government, after consultation with the Reserve Bank of India, hereby appoints Shri Raj Kumar Goyal (DoB: 1-1-1957), General Manager, Bank of India as Executive Director, Cental Bank India, with effect from the date of his taking over the charge of the post till 31-12-2016, i.e. the date of his attaining the age of superannuation or until further orders, whichever is earlier.

[F. No. 4/5/2011-BO-1]

VIJAY MALHOTRA, Under Secy.

रेल मंत्रालय

(रेलवे बोर्ड)

नई दिल्ली, 14 जनवरी, 2013

**का.आ. 125.**—राष्ट्रपति, संविधान के अनुच्छेद 309 परंतुक द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए रेल सेवा (पेंशन संशोधीकरण) नियम, 1993 में और संशोधन करने के लिए निम्नलिखित नियम बनाते हैं :—

1. (1) इन नियमों का संक्षिप्त नाम रेल सेवा (पेंशन संशोधीकरण (संशोधन) नियम, 2013 है।

(2) ये 2 सितंबर, 2008 से प्रवृत्त हुए समझे जाएंगे और इन नियमों से संलग्न पेंशन के लिए संशोधीकृत मूल्य की पुनरीक्षित सारणी, पेंशन के सभी संशोधीकरण के लिए प्रयोग की जाएगी, जो 2 सितंबर, 2008 से पूर्ण होती है तथा ऐसे पेंशनभोगियों की दशा में, जिनकी पेंशन का संशोधीकरण, 1 जनवरी, 2008 को या उसके पश्चात्, किन्तु 2 सितंबर, 2008 से पूर्व, पूर्ण हो चुका है, पेंशन के लिए संशोधीकृत मूल्य की पूर्व पुनरीक्षित सारणी, पूर्व पुनरीक्षित वेतन या पेंशन पर आधारित पेंशन के संशोधीकरण के संदाय के लिए प्रयोग की जाएगी और ऐसे पेंशनभोगियों के संबंध में, इन नियमों से संलग्न पेंशन के लिए संशोधीकृत मूल्य की पुनरीक्षित सारणी, पेंशन की ऐसी अतिरिक्त राशि के संशोधीकरण के लिए जो वेतन और पेंशन के भूतलक्ष पुनरीक्षण के कारण संशोधीकृत हुई है, प्रयोग की जाएगी।

2 रेल सेवा (पेंशन संशोधीकरण) नियम, 1993 में, -

(i) नियम 3, उप-नियम (1), खंड (क) में, "अंश" शब्द के स्थान पर "प्रतिशतता" शब्द रखा जाएगा;

(ii) नियम 5 में, "अंश" शब्द के स्थान पर "प्रतिशतता" शब्द रखा जाएगा;

(iii) नियम 6 उप-नियम (2) में, "अंश" शब्द के स्थान पर "प्रतिशतता" शब्द रखा जाएगा;

(iv) नियम 6 उप-नियम (3) में, निम्नलिखित उपनियम रखा जाएगा, अर्थात् :-

"(3) यदि संशोधीकृत की जाने वाली पेंशन की प्रतिशतता रूप में किसी भाग में आती तो संशोधीकरण के प्रयोजन के लिए रुपए के ऐसे भाग को छोड़ दिया जाएगा।";

- (v) नियम 7, उप-नियम (2) में, "जहां संराशीकृत मूल्य का संदाय दो प्रक्रमों में किया जाता है"—शब्दों के स्थान पर "जहां संराशीकृत मूल्य का संदाय दो या अधिक प्रक्रमों में किया जाता है"—रखा जाएगा।
- (vi) नियम 10, उप-नियम (3) में,
- (क) खंड (i) में, "अंश" शब्द के स्थान पर "प्रतिशतता" शब्द रखा जाएगा;
- (ख) खंड (i) तथा (ii) "दो हजार" शब्दों के स्थान पर, जहां-जहां वे आते हैं, क्रमशः "छह हजार" शब्द रखे जाएंगे;
- (vii) नियम 11 में—
- (क) "अंश" शब्द जहां-जहां वे आते हैं, क्रमशः "प्रतिशतता" शब्द रखा जाएगा;
- (ख) "दो हजार" शब्दों के स्थान पर, जहां-जहां वे आते हैं, क्रमशः "छह हजार" शब्द रखे जाएंगे;
- (viii) नियम 11 के बाद, निम्नलिखित नियम को शामिल किया जाएगा; अर्थात्—
- "11. क यदि संराशीकृत पेंशन का प्रत्यावर्तन—पेंशन की संराशीकृत राशि का, नियम 7 के अनुसार संराशीकरण के प्रवृत्त होने के कारण पेंशन कम करने की तारीख से पंद्रह वर्ष पूर्ण होने पर प्रत्यावर्तन किया जाएगा:
- परंतु जब संराशीकृत राशि को पेंशन के ऊपर पुनरीक्षण के कारण एक बार से अधिक संदत्त किया गया था तो पेंशन की क्रमशः संराशीकृत राशि, संबंधित तारीख (तारीखों) से पंद्रह वर्ष पूर्ण होने पर प्रत्यावर्तन किया जाएगा।";
- (ix) नियम 12 में, "अंश" शब्द के स्थान पर "प्रतिशतता" रखा जाएगा;
- (x) नियम 13 में,

- (क) खंड (iii) में, "मृत्यु तथा" शब्द का लोप किया जाएगा;
- (ख) नियम (v) के बाद और परंतुक से पहले आने वाले "अंश" शब्द के स्थान पर "प्रतिशतता" शब्द रखा जाएगा।
- (xi) नियम 14 में, "अंश" शब्द जहां-जहां आते हैं, के स्थान पर क्रमशः "प्रतिशतता" शब्द रखा जाएगा;
- (xii) नियम 15 में, "अंश" शब्द दो स्थानों पर जहां आते हैं, के स्थान पर "प्रतिशतता" शब्द रखा जाएगा;
- (xiii) नियम 16, उप-नियम (i), खंड (ख) में, "अंश" शब्द के स्थान पर "प्रतिशतता" शब्द रखा जाएगा;
- (xiv) नियम 17, उप-नियम (1) खंड (ख) में, "अंश" शब्द के स्थान पर क्रमशः "प्रतिशतता" शब्द रखा जाएगा;
- (xv) नियम 18, 19 एवं 20 में, "अंश" शब्द के स्थान पर क्रमशः "प्रतिशतता" शब्द रखा जाएगा;
- (xvi) नियम 23, उप-नियम (1), खंड (ख) में "दो हजार" शब्दों के स्थान पर "छह हजार" शब्दों को रखा जाएगा;
- (xvii) नियम 27, उप-नियम (2), खंड (vii) में "अंश" शब्द के स्थान पर "प्रतिशतता" शब्द रखा जाएगा;
- (xviii) नियम 28, उप-नियम (1), खंड (vii) में "अंश" शब्द के स्थान पर "प्रतिशतता" शब्द रखा जाएगा;
- (xix) नियम 32 में,
- (क) "अंश" शब्द के स्थान पर, जहां-जहां वह आता है क्रमशः "प्रतिशतता" शब्द रखा जाएगा; और
- (ख) "एक सौ" शब्दों के स्थान पर, जहां-जहां वे आते हैं, क्रमशः "छह हजार" शब्द रखे जाएंगे;
- (xx) इन नियमों से उपाबद्ध सारणी के स्थान पर निम्नलिखित सारणी रखी जाएगी, अर्थात् :-

#### सारणी

"एक रुपया वार्षिक पेंशन के लिए संराशीकृत मूल्य"

1-1-2006 से प्रभावी

[नियम 3(1) (ट) 9.27 (7) 29 (5) और 30 (1) तथा 30 (2) देखिए]

जन्म की अगली तारीख पर आयु	वर्ष-क्रय की संख्या के रूप में अभिव्यक्त संराशीकृत मूल्य	जन्म की अगली तारीख पर आयु	वर्ष-क्रय की संख्या के रूप में अभिव्यक्त संराशीकृत मूल्य	जन्म की अगली तारीख पर आयु	वर्ष-क्रय की संख्या के रूप में अभिव्यक्त संराशीकृत मूल्य
1	2	3	4	5	6
20	9.188	41	9.075	62	8.093
21	9.187	42	9.059	63	7.982

1	2	3	4	5	6
22	9.186	43	9.040	64	7.862
23	9.185	44	9.019	65	7.731
24	9.184	45	8.996	66	7.591
25	9.183	46	8.971	67	7.431
26	9.182	47	8.943	68	7.262
27	9.180	48	8.913	69	7.083
28	9.178	49	8.881	70	6.897
29	9.176	50	8.846	71	6.703
30	9.173	51	8.808	72	6.502
31	9.169	52	8.768	73	6.296
32	9.164	53	8.724	74	6.085
33	9.159	54	8.678	75	5.872
34	9.152	55	8.627	76	5.657
35	9.145	56	8.572	77	5.443
36	9.136	57	8.512	78	5.229
37	9.126	58	8.446	79	5.018
38	9.116	59	8.371	80	4.812
39	9.103	60	8.287	81	4.611
40	9.090	61	8.194		

[फा. सं. 2011/एफ.(ई) III/1(2)/13]

संजय लवानिया, कार्यपालक निदेशक, वित्त स्थापना

## स्पष्टीकरण ज्ञापन

छठे केंद्रीय वेतन आयोग की सिफारिशों के क्रियान्वयन के कारण, प्रस्तावित संशोधनों को, उस तारीख से, जिसको छठे केन्द्रीय वेतन आयोग की सिफारिशों कार्यान्वित की गई थी, भूतलक्षी प्रभाव देना आवश्यक हो गया है। यह प्रमाणित किया जाता है कि प्रस्तावित संशोधनों को भूतलक्षी प्रभाव देने से किसी व्यक्ति के हित पर कोई प्रतिकूल प्रभाव नहीं पड़ता है।

टिप्पण : रेल सेवा (पेंशन संशोधीकरण) नियम, 1993 की अधिसूचना संख्याक का.आ. 930 (अ) तारीख 3 दिसंबर 1993 द्वारा प्रकाशित किया गया था और तत्पश्चात् निम्नलिखित संशोधन किए गए थे :-

क्र.सं.	अधिसूचना संख्या	तारीख	भारत के राजपत्र, भाग-2 खंड-3 उप-खंड (ii) में प्रकाशित का. आ. सं.	प्रकाशन की तारीख
1	2	3	4	5
1.	एफ (ई) III/2003/पीएन 1/38 (संशोधन) II	30-12-2003	1489 (अ)	30-12-2003
2.	एफ (ई) III/2003/पीएन 1/25	24-1-2005	400	5-2-2005

## MINISTRY OF RAILWAYS

## (RAILWAY BOARD)

New Delhi, the 14th January, 2013

**S.O. 125.**— In exercise of the powers conferred by the proviso to Article 309 of the Constitution, the President hereby makes the following rules further to amend the Railway Services (Commutation of Pension) Rules, 1993, namely:—

1. (1) These rules may be called the Railway Services (Commutation of Pension) (Amendment) Rules, 2013.  
 (2) They shall be deemed to have come into force with effect from the 2nd September, 2008 and the revised Table of Commutation Value for Pension, appended to these rules shall be used for all commutation of pension which becomes absolute from the 2nd September, 2008 and in the case of pensioners whose commutation of pension became absolute on or after the 1st January, 2006 but before the 2nd September, 2008 the pre-revised Table of Commutation Value for Pension shall be used for payment of commutation of pension based on pre-revised pay or pension and in respect of such pensioners, the revised Table of Commutation Value of Pension, appended to these rules shall be used for the commutation of additional amount of pension that has become commutable on account of retrospective revision of pay and pension.
2. In the Railway Services (Commutation of Pension) Rules, 1993,—
  - (i) in rule 3, in sub-rule (1), in clause (a), for the word “fraction”, the word “percentage” shall be substituted;
  - (ii) in rule 5, for the word “fraction”, the word “percentage” shall be substituted;
  - (iii) in rule 6, in sub-rule (2), for the word “fraction” the word “percentage” shall be substituted;
  - (iv) in rule 6, sub-rule (3), the following sub-rule shall be substituted, namely :—  
 “(3) If the percentage of pension to be commuted results in fraction of rupee, such fraction shall be ignored for the purpose of commutation.”;
  - (v) in rule 7, in sub-rule (2), for the words “the commuted value shall be paid in two stages”, the words “the commuted value is paid in two or more stages” shall be substituted.
  - (vi) in rule 10, in sub-rule (3)
    - (a) in clause (i), for the word “fraction” the word “percentage” shall be substituted;
    - (b) in clauses (i) and (ii), for the words “two thousand”, wherever they occur, the words “six thousand” shall respectively be substituted;
  - (vii) in rule 11 :—
    - (a) for the word “fraction”, wherever it occurs, the word “percentage” shall respectively be substituted;
    - (b) for the words “two thousand”, wherever they occur, the words “six thousand” shall respectively be substituted;
  - (viii) after rule 11, the following rule shall be inserted, namely :  
 “11A. Restoration of commuted pension— the commuted amount of pension shall be restored on completion of fifteen years from the date the reduction of pension on account of commutation becomes operative in accordance with the provisions of rule 7;  
 Provided that when the commutation amount was paid on more than one occasion on account of upward revision of pension, the respective commuted amount of the pension shall be restored on completion of fifteen years from the respective date(s).”;
  - (ix) in rule 12, for the word “Fraction”, the word “percentage” shall be substituted;
  - (x) in rule 13,
    - (a) in clause (iii), the words “death-cum-” shall be omitted;
    - (b) for the word “fraction” occurring after rule (v) and before the proviso, the word “percentage” shall be substituted;
  - (xi) in rule 14, for the word “fraction”, wherever it occurs, the word “percentage” shall respectively be substituted;
  - (xii) in rule 15, for the word “fraction”, occurring at both the places, the word “percentage” shall be substituted;
  - (xiii) in rule 16, in sub-rule (i), in clause (b), for word “fraction”, the word “percentage” shall be substituted;

- (xiv) in rule 17, in sub-rule (1), in clause (b), for the word, "fraction", the word "percentage" shall be substituted;
- (xv) in rules 18, 19 and 20, for the word "fraction", the word "percentage", shall respectively be substituted;
- (xvi) in rule 23, in sub-rule (1), in clause (b), for the words "two thousand", the words "six thousand" shall substituted;
- (xvii) in rule 27, in sub rule (2), in clause (vii), for the word "fraction", the word "percentage" shall be substituted;
- (xviii) in rule 28, in sub-rule (1), in clause (vii), for the word "fraction", the word "percentage" shall be substituted;
- (xix) in rule 32,
- (a) for the word "fraction" wherever it occurs, the word "percentage" shall respectively be substituted;
- (b) for the words "one hundred", wherever they occur, the words "six thousand" shall respectively be substituted;
- (xx) for the Table appended to these rules, the following table shall be substituted namely:—

TABLE

"Commutation Values For A Pension of Rs. 1 Per Annum

Effective from 1-1-2006

[see rules 3(1) (k) 9, 27(7), and 30(1) and 30(2)]

Age next Birthday	Commutation value expressed as number of year's purchase	Age next birthday	Commutation value expressed as number of year's purchase	Age next birthday	Commutation value expressed as number of year's purchase
1	2	3	4	5	6
20	9.188	41	9.075	62	8.093
21	9.187	42	9.059	63	7.982
22	9.186	43	9.040	64	7.862
23	9.185	44	9.019	65	7.731
24	9.184	45	8.996	66	7.591
25	9.183	46	8.971	67	7.431
26	9.182	47	8.943	68	7.262
27	9.180	48	8.913	69	7.083
28	9.178	49	8.881	70	6.897
29	9.176	50	8.846	71	6.703
30	9.173	51	8.808	72	6.502
31	9.169	52	8.768	73	6.296
32	9.164	53	8.724	74	6.085
33	9.159	54	8.678	75	5.872
34	9.152	55	8.627	76	5.657
35	9.145	56	8.572	77	5.443
36	9.136	57	8.512	78	5.229
37	9.126	58	8.446	79	5.018
38	9.116	59	8.371	80	4.812
39	9.103	60	8.287	81	4.611
40	9.090	61	8.194		

[F.No. 2011/(E)/II/1(2)/13]

SANJAY LAVANIA, Executive Director, Finance Establishment

**EXPLANATORY MEMORANDUM**

Due to implementation of the recommendations of the sixth Central Pay Commission, it has become necessary to give retrospective effect to the proposed amendments from the date from which the recommendations of the Sixth Central Pay Commission were given effect to. It is certified that the interest of no person is adversely affected by giving retrospective effect to the proposed amendments.

**Note :—** The Railway Services (Commutation of Pension) Rules, 1993 were published in the Gazette of India, Extraordinary, vide, Notification number S.O. 930(E) dated the 3rd December, 1993 and subsequently amended as follows:—

S.No.	Notification number	Date	Published in the Gazette of India Part-II Section 3 Sub-Section (ii)	
			S.O.No.	Date of publication
	2	3	4	5
1	F(E)III/2003/PN1/38 (Amendment)II	30-12-2003	1489(E)	30-12-2003
2	F(E)III/2003/PN1/25	24-01-2005	400	05-02-2005

विदेश मंत्रालय

(सीपीबी प्रभाग)

नई दिल्ली, 9 जनवरी, 2013

का.आ. 126.—राजनयिक और कांसलीय ऑफिसर (शपथ और फीस) के अधिनियम, 1948 की धारा 2 के खंड (क) के अनुसारण में केंद्र सरकार एतद्वारा श्री एस.आर.एच.फहमी, कौंसल और श्री श्रवण कुमार सहायक को 4-1-2013 से भास्त के कौंसलावास, जहा में सहायक कौंसुलर अधिकारी के कर्तव्यों का पालन करने के लिए प्राधिकृत करती है।

[सं. टी. 4330/01/2006]

आर. के. पेरिन्डिया, अवर सचिव (कौंसुलर)

**MINISTRY OF EXTERNAL AFFAIRS**

(CPV DIVISION)

New Delhi, the 9th January, 2013

**S.O. 126.**—In pursuance of the clause (a) of the Section 2 of the Diplomatic and Consular Officers (Oaths and fees) Act, 1948 (41 of 1948), the Central Government hereby authorize Shri S.R.H. Fahmi, Consul and Shri Srawan Kumar Assistant Consulate General of India, Jeddah to perform their duties of Assistant Consular Officers with effect from 4th January, 2013.

[No. T. 4330/01/2006]

R.K. PERINDIA, Under Secy. (Consular)

वाणिज्य और उद्योग मंत्रालय

(वाणिज्य विभाग)

नई दिल्ली, 8 जनवरी, 2013

का.आ. 127.—केन्द्रीय सरकार, निर्यात (क्वालिटी नियंत्रण और निरीक्षण) नियम, 1964 के नियम 12 के उप-नियम (2) के साथ पठित, निर्यात (क्वालिटी नियंत्रण और निरीक्षण) अधिनियम, 1963 (1963 का 22) की धारा 7 की उप-धारा (1) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, मैसर्स देवी एंड कं. जो चन्द्रमोलेश्वर बिल्डिंग, 15 वार्ड अमरावती, होसपेट - 583 201, बेल्लारी जिला, कर्नाटक में स्थित है को इस अधिसूचना के प्रकाशन की तारीख से तीन वर्ष की अवधि के लिए भारत सरकार के वाणिज्य मंत्रालय की अधिसूचना सं. का.आ. 3975, तारीख 20 दिसम्बर, 1965 से अधिसूचना से उपाबद्ध अनुसूची में विनिर्दिष्ट खनिज और अयस्क समूह - 1, अर्थात् लौह अयस्क, के निर्यात से पूर्व निम्नलिखित शर्तों के अधीन, उक्त खनिजों और अयस्कों का होसपेट में, निरीक्षण करने के लिए एक अभिकरण के रूप में मान्यता प्रदान करती है। अर्थात् :-

(i) मैसर्स देवी एंड कं. चन्द्रमौलेश्वर बिल्डिंग, 15 वार्ड अमरावती, होस्पेट- 583 201, बेल्लारी जिला, कर्नाटक खनिज और अयस्क समूह -I का निर्यात (निरीक्षण) नियम, 1965 के नियम 4 के अधीन "निरीक्षण का प्रमाण पत्र" देने के लिए उनके द्वारा अपनाई गई निरीक्षण की पद्धति जांच करने के लिए, इस निमित्त निर्यात निरीक्षण परिषद द्वारा नामनिर्दिष्ट अधिकारियों को पर्याप्त सुविधाएं देगी; और

(ii) मैसर्स देवी एंड कं. चन्द्रमौलेश्वर बिल्डिंग, 15 वार्ड अमरावती, होस्पेट - 583 201, बेल्लारी जिला, कर्नाटक इस अधिसूचना के अधीन अपने कृत्यों के अनुपालन में ऐसे निदेशों से आबद्ध होगा, जो निदेशक (निरीक्षण और क्वालिटी नियंत्रण) निर्यात निरीक्षण परिषद द्वारा समय-समय पर लिखित में दिए जाएं।

[फा. सं. 4/5/2011-निर्यात निरीक्षण]

ए. के. त्रिपाठी, संयुक्त सचिव

## MINISTRY OF COMMERCE AND INDUSTRY

(Department of Commerce)

New Delhi, the 8th January, 2013

S.O. 127.—In exercise of the powers conferred by the sub-section (1) of Section 7 of the Export (Quality Control and Inspection) Act, 1963 (22 of 1963), read with sub-rule (2) of 12 of the Export (Quality Control and Inspection) Rules, 1964, the Central Government hereby recognises, M/s. Devi and Co. located at Chandramouleswara Building, 15th Ward, Amaravathi, Hospet-583 201, Bellary District, Karnataka, for a period of three years from the date of publication of this notification, as an agency for the inspection of Minerals and Ores Group-I, namely, Iron Ore, specified in the Schedule annexed to notification of the Government of India in the Ministry of Commerce notification number S.O. 3975, dated the 20th December, 1965, prior to export of the said minerals and ores at Hospet, subject to the following conditions, namely:—

(i) M/s. Devi and Co., Chandramouleswara Building, 15th Ward, Amaravathi, Hospet-583 201, Bellary District, Karnataka, shall give adequate facilities to the officers nominated by the Export Inspection Council in this behalf to examine the method of inspection followed by them in granting the "Certificate of Inspection" under rule 4 of the Export of Minerals and Ores-Group I (Inspection) Rules, 1965; and

(ii) M/s. Devi and Co., Chandramouleswara Building, 15th Ward, Amaravathi, Hospet-583 201, Bellary District, Karnataka, in the performance of their function under this notification shall be bound by such directives as the Director (Inspection and Quality Control) in the Export Inspection Council may give in writing, from time to time.

[F. No. 4/5/2011-Export Inspection]

A. K. TRIPATHY, Jt. Secy.

नई दिल्ली, 8 जनवरी, 2013

का.आ. 128.—केन्द्रीय सरकार, निर्यात (क्वालिटी नियंत्रण और निरीक्षण) नियम, 1964 के नियम 12 के साथ पठित, निर्यात (क्वालिटी नियंत्रण और निरीक्षण) अधिनियम, 1963 (1963 का 22) की धारा 7 की उप-धारा (1) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, मैसर्स इन्सपेक्टोरेट ग्रिप्थ इंडिया प्राइवेट लि. 4 तल, पी.टी.ली. चेंगलवारया नाइकर मालीगई, 23, राजाजी सलाई, (ब्रीच रेलवे स्टेशन के सामने) चेन्नई-600 001 को 25 दिसम्बर, 2012 से प्रभावी तीन वर्ष की और अवधि के लिए भारत सरकार के वाणिज्य मंत्रालय की अधिसूचना संख्यांक का.आ. 3975 तारीख 20 दिसम्बर, 1965 और संख्यांक का.आ. 3978 तारीख 20 दिसम्बर, 1965 से उपाबद्ध अनुसूची में विनिर्दिष्ट खनिज और अयस्क (समूह-I), अर्थात् लौह अयस्क और मैंगनीज, खनिज और अयस्क (समूह-II), अर्थात् मैंगनीज डॉयक्साइड का निम्नलिखित शर्तों के अधीन रहते हुए, क्रमशः उक्त खनिजों और अयस्कों का चेन्नई में, निर्यात से पूर्व निरीक्षण करने के लिए एक अभिकरण के रूप में मान्यता प्रदान करती है, अर्थात् :-

(i) मैसर्स इन्सपेक्टोरेट ग्रिप्थ इंडिया प्राइवेट लि. 4 तल, पी.टी.ली. चेंगलवारया नाइकर मालीगई, 23, राजाजी सलाई, (ब्रीच रेलवे स्टेशन के सामने) चेन्नई-600 001 खनिज और अयस्क समूह-I का निर्यात (निरीक्षण) नियम, 1965 और खनिज और अयस्क समूह-II का निर्यात (निरीक्षण) नियम, 1965 के नियम 4 के अधीन निरीक्षण का कार्यान्वयन के लिए उनके द्वारा अपनाई गई निरीक्षण की पद्धति की जांच करने के लिए इस निमित्त निर्यात निरीक्षण परिषद द्वारा नामनिर्दिष्ट अधिकारियों को पर्याप्त सुविधाएं देगी; और

(ii) मैसर्स इन्सपेक्टोरेट ग्रिप्थ इंडिया प्राइवेट लि. 4 तल, पी.टी.ली. चेंगलवारया नाइकर मालीगई, 23, राजाजी सलाई, (ब्रीच रेलवे स्टेशन के सामने) चेन्नई-600 001 इस अधिसूचना के अधीन अपने कृत्यों के पालन में निदेशक (निरीक्षण और क्वालिटी नियंत्रण) निर्यात निरीक्षण परिषद द्वारा समय-समय पर लिखित रूप में दिए गए ऐसे निदेशों से आबद्ध होंगे।

[फा.सं. 4/12/2012-निर्यात निरीक्षण]

ए. के. त्रिपाठी, संयुक्त सचिव

New Delhi, the 8th January, 2013

**S.O. 128.**—In exercise of the powers conferred by sub-section (1) of Section 7 of the Export (Quality Control and Inspection) Act, 1963 (22 of 1963), read with rule 12 of the Export (Quality Control and Inspection) Rules, 1964, the Central Government hereby recognises, for a further period of three years with effect from 25th December, 2012, M/s. Inspectorate Griffith India Pvt. Ltd. located at 4th Floor, P.T. Lee, Chengalvaraya Naicker Maaligai, 23, Rajaji Salai (Opposite Breach Railway Station), Chennai-600 001, as an agency for the inspection of Minerals and Ores Group-I, namely, Iron Ore and Manganese Ore and Group-II, namely, Manganese Dioxide, specified in the Schedule annexed to the notification of the Government of India in the Ministry of Commerce number S.O. 3975, dated the 20th December, 1965, and number S.O. 3978, dated the 20th December, 1965 respectively, prior to export of the said Minerals and Ores at Chennai, subject to the following conditions, namely:—

(i) that M/s. Inspectorate Griffith India Pvt. Ltd. located at 4th Floor, P.T. Lee, Chengalvaraya Naicker Maaligai, 23, Rajaji Salai (Opposite Breach Railway Station), Chennai-600 001, shall give adequate facilities to the officers nominated by the Export Inspection Council in this behalf to examine the method of inspection followed by them in carrying out the inspection under rule 4 of the Export of Minerals and Ores, Group-I (Inspection) Rules, 1965 and the Export of Minerals and Ores, Group-II (Inspection) Rules, 1965; and

(ii) that M/s. Inspectorate Griffith India Pvt. Ltd. located at 4th Floor, P.T. Lee, Chengalvaraya Naicker Maaligai, 23, Rajaji Salai (Opposite Breach Railway Station), Chennai-600 001, in the performance of their function under this notification shall be bound by such directions as the Director Inspection and Quality Control, Export Inspection Council may give in writing from time to time.

[F. No. 4/12/2012-Export Inspection]

A.K. TRIPATHY, Jt. Secy.

## उपभोक्ता मामले, खाद्य और सार्वजनिक वितरण मंत्रालय

( उपभोक्ता मामले विभाग )

( भारतीय मानक ब्यूरो )

नई दिल्ली, 31 दिसम्बर, 2012

**का.आ. 129.**—भारतीय मानक ब्यूरो नियम, 1987 के नियम 7 के उप-नियम (1) के खंड (ख) के अनुसरण में भारतीय मानक ब्यूरो एतद्वारा अधिसूचित करता है कि नीचे अनुसूची में दिये गये मानक(कों) में संशोधन किया गया/किये गये हैं :

## अनुसूची

क्रम सं.	संशोधित भारतीय मानक की संख्या, वर्ष और शीर्षक	संशोधन की संख्या और तिथि	संशोधन लागू होने की तिथि
(1)	(2)	(3)	(4)
1.	आईएस 3028:1998 स्वचालन वाहन-गतिमान वाहनों से उत्पन्न शोर-मापन पद्धति (दूसरा पुनरीक्षण)	संशोधन संख्या 4, नवंबर 2012	तत्काल प्रभाव से

इस संशोधन की प्रतियाँ भारतीय मानक ब्यूरो, मानक भवन, 9, बहादुर शाह ज़फर मार्ग, नई दिल्ली-110002, क्षेत्रीय कार्यालयों : नई दिल्ली, कोलकाता, चण्डीगढ़, चेन्नई, मुंबई तथा शाखा कार्यालयों : अहमदाबाद, बंगलौर, भोपाल, भुवनेश्वर, कोयंबटूर, गुवाहाटी, हैदराबाद, जयपुर, कानपुर, नागपुर, पटना, पूणे, परवाणु, देहरादून तथा तिरुवनन्तापुरम में बिक्री हेतु उपलब्ध हैं।

[संदर्भ टी ई डी/जी-16]

पो. सी. जोशी, वैज्ञानिक 'एफ' एवं प्रमुख (टी ई डी)

**MINISTRY OF CONSUMER AFFAIRS, FOOD AND PUBLIC DISTRIBUTION**

(Department of Consumer Affairs)

(BUREAU OF INDIAN STANDARDS)

New Delhi, the 31st December, 2012

S.O. 129.—In pursuance of clause (b) of sub-rule (1) of Rule 7 of the Bureau of Indian Standards Rules, 1987, the Bureau of Indian Standards hereby notifies that the amendments, to the Indian Standards, particulars of which are given in the Schedule hereto annexed have been issued:

**SCHEDULE**

Sl.No.	No., year title of the Indian Standards	No. and year of the amendment	Date of which the amendment shall have effect
(1)	(2)	(3)	(4)
1.	IS 3028 : 1998 Automotive vehicles— Noise emitted by moving vehicles— Methods of measurement	Amendment No. 4 November 2012	With immediate effect

Copy of this Standards is available for sale with the Bureau of Indian Standards, Manak Bhavan, 9, Bahadur Shah Zafar Marg, New Delhi-110002 and Regional Offices : New Delhi, Kolkata, Chandigarh, Chennai, Mumbai and also Branch Offices : Ahmedabad, Bangalore, Bhopal, Bhubaneswar, Coimbatore, Guwahati, Hyderabad, Jaipur, Kanpur, Nagpur, Patna, Pune, Parwanoo, Dehradun, Thiruvananthapuram.

(Ref. TED/G-16)

P. C. JOSHI, Scientist 'F' &amp; Head (Transport Engg.)

नई दिल्ली, 1 जनवरी, 2013

का.आ. 130.—भारतीय मानक ब्यूरो नियम, 1987 के नियम 7 के उप-नियम (1) के खंड (ख) के अनुसरण में भारतीय मानक ब्यूरो एतद्वारा अधिसूचित करता है कि जिन मानकों के विवरण नीचे अनुसूची में दिए गए हैं वे स्थापित हो गए हैं :-

**अनुसूची**

क्रम सं.	स्थापित भारतीय मानक(कों) की संख्या, वर्ष और शीर्षक	नये भारतीय मानक द्वारा अतिक्रमित भारतीय मानक अथवा मानकों, यदि कोई हों, की संख्या और वर्ष	स्थापित तिथि
(1)	(2)	(3)	(4)
(1)	आई एस 10124 (भाग 1) : 2009 पेयजल आपूर्ति के लिए सविरोचित पीवीसी-यू फिटिंगें - विशिष्ट : भाग 1 सामान्य अपेक्षाएँ	आई एस 10124 (भाग 1) : 1988	31-12-2012
(2)	आई एस 10124 (भाग 2) : 2009 पेयजल आपूर्ति के लिए सविरोचित पीवीसी-यू फिटिंगें - विशिष्ट : भाग 2 साकेटों की विशिष्ट अपेक्षाएँ	आई एस 10124 (भाग 2) : 1988	31-12-2012

(1)	(2)	(3)	(4)
(3)	आई एस 10124 (भाग 3) : 2009 पेयजल आपूर्ति के लिए सविरचित पीवीसी-यू फिटिंगें - विशिष्ट : भाग 3 स्ट्रेट रिह्यूसरो की विशिष्ट अपेक्षाएँ	आई एस 10124 (भाग 3) : 1988	31-12-2012
(4)	आई एस 10124 (भाग 4) : 2009 पेयजल आपूर्ति के लिए सविरचित पीवीसी-यू फिटिंगें - विशिष्ट : भाग 4 कैपों की विशिष्ट अपेक्षाएँ	आई एस 10124 (भाग 4) : 1988	31-12-2012
(5)	आई एस 10124 (भाग 5) : 2009 पेयजल आपूर्ति के लिए सविरचित पीवीसी-यू फिटिंगें - विशिष्ट : भाग 5 समान टी की विशिष्ट अपेक्षाएँ	आई एस 10124 (भाग 5) : 1988	31-12-2012
(6)	आई एस 10124 (भाग 6) : 2009 पेयजल आपूर्ति के लिए सविरचित पीवीसी-यू फिटिंगें - विशिष्ट : भाग 6 मेटैलिक फ्लैजों के फ्लैज टेल पीसों की विशिष्ट अपेक्षाएँ	आई एस 10124 (भाग 6) : 1988	31-12-2012
(7)	आई एस 10124 (भाग 7) : 2009 पेयजल आपूर्ति के लिए सविरचित पीवीसी-यू फिटिंगें - विशिष्ट : भाग 7 चूड़ीदार अदेष्टरों की विशिष्ट अपेक्षाएँ	आई एस 10124 (भाग 7) : 1988	31-12-2012
(8)	आई एस 10124 (भाग 8) : 2009 पेयजल आपूर्ति के लिए सविरचित पीवीसी-यू फिटिंगें - विशिष्ट : भाग 8 90° बेंडों की विशिष्ट अपेक्षाएँ	आई एस 10124 (भाग 8) : 1988	31-12-2012
(9)	आई एस 10124 (भाग 9) : 2009 पेयजल आपूर्ति के लिए सविरचित पीवीसी-यू फिटिंगें - विशिष्ट : भाग 9 60° बेंडों की विशिष्ट अपेक्षाएँ	आई एस 10124 (भाग 9) : 1988	31-12-2012
(10)	आई एस 10124 (भाग 10) : 2009 पेयजल आपूर्ति के लिए सविरचित पीवीसी-यू फिटिंगें - विशिष्ट : भाग 10 45° बेंडों की विशिष्ट अपेक्षाएँ	आई एस 10124 (भाग 10) : 1988	31-12-2012
(11)	आई एस 10124 (भाग 11) : 2009 पेयजल आपूर्ति के लिए सविरचित पीवीसी-यू फिटिंगें - विशिष्ट : भाग 11 30° बेंडों की विशिष्ट अपेक्षाएँ	आई एस 10124 (भाग 11) : 1988	31-12-2012

(1)	(2)	(3)	(4)
(12)	आई एस 10124 (भाग 12) : 2009 पेयजल आपूर्ति के लिए सविरचित पीवीसी-यू फिटिंगें - विशिष्टि: भाग 12 22 1/2° बेंडों की विशिष्ट अपेक्षाएँ	आई एस 10124 (भाग 12) : 1988	31-12-2012
(13)	आई एस 10124 (भाग 13) : 2009 पेयजल आपूर्ति के लिए सविरचित पीवीसी-यू फिटिंगें - विशिष्टि: भाग 13 11 1/4° बेंडों की विशिष्ट अपेक्षाएँ	आई एस 10124 (भाग 13) : 1988	31-12-2012

इस भारतीय मानक की प्रति भारतीय मानक ब्यूरो, मानक भवन, 9, बहादुर शाह ज़फर मार्ग, नई दिल्ली-110002, क्षेत्रीय कार्यालयों : नई दिल्ली, कोलकाता, चण्डीगढ़, चेन्नई, मुम्बई तथा शाखा कार्यालयों : अहमदाबाद, बंगलौर, भोपाल, भुवनेश्वर, कोयम्बतूर, गुवाहाटी, हैदराबाद, जयपुर, कानपुर, नागपुर, पटना, पूणे तथा तिरुवनन्तापुरम में बिक्री हेतु उपलब्ध हैं।

[संदर्भ: सीईडी/राजपत्र]

डॉ. के. अग्रवाल, वैज्ञानिक 'एफ' एवं प्रमुख (सिविल इंजीनियरी)

New Delhi, the 1st January, 2013

S.O. 130.—In pursuance of clause (b) of sub-rule (1) of Rule 7 of the Bureau of Indian Standards Rules, 1987, the Bureau of Indian Standards hereby notifies that the Indian Standards, particulars of which are given in the Schedule hereto annexed have been established on the date indicated against each:—

**SCHEDULE**

Sl.No.	No. and year of the Indian Standards Established	No. and year of the Indian Standards, if any, Superseded by the New Indian Standard	Date of Established
(1)	(2)	(3)	(4)
(1)	IS 10124 (Part 1): 2009 Fabricated PVC-U Fittings for Potable Water Supplies — Specification: Part 1 General requirements	IS 10124 (Part 1): 1988	31-12-2012
(2)	IS 10124 (Part 2): 2009 Fabricated PVC-U Fittings for Potable Water Supplies — Specification: Part 2 Specific requirements for sockets	IS 10124 (Part 2): 1988	31-12-2012
(3)	IS 10124 (Part 3): 2009 Fabricated PVC-U Fittings for Potable Water Supplies — Specification: Part 3 Specific requirements for straight reducers	IS 10124 (Part 3): 1988	31-12-2012
(4)	IS 10124 (Part 4): 2009 Fabricated PVC-U Fittings for Potable Water Supplies — Specification: Part 4 Specific requirements for caps	IS 10124 (Part 4): 1988	31-12-2012

(1)	(2)	(3)	(4)
(5)	IS 10124 (Part 5): 2009 Fabricated PVC-U Fittings for Potable Water Supplies — Specification: Part 5 Specific requirements for equal tees	IS 10124 (Part 5): 1988	31-12-2012
(6)	IS 10124 (Part 6): 2009 Fabricated PVC-U Fittings for Potable Water Supplies — Specification: Part 6 Specific requirements for flanged tail pieces with metallic flanges	IS 10124 (Part 6): 1988	31-12-2012
(7)	IS 10124 (Part 7): 2009 Fabricated PVC-U Fittings for Potable Water Supplies — Specification: Part 7 Specific requirements for threaded adaptors	IS 10124 (Part 7): 1988	31-12-2012
(8)	IS 10124 (Part 8): 2009 Fabricated PVC-U Fittings for Potable Water Supplies — Specification: Part 8 Specific requirements for 90° bends	IS 10124 (Part 8): 1988	31-12-2012
(9)	IS 10124 (Part 9): 2009 Fabricated PVC-U Fittings for Potable Water Supplies — Specification: Part 9 Specific requirements for 60° bends	IS 10124 (Part 9): 1988	31-12-2012
(10)	IS 10124 (Part 10): 2009 Fabricated PVC-U Fittings for Potable Water Supplies — Specification: Part 10 Specific requirements for 45° bends	IS 10124 (Part 10): 1988	31-12-2012
(11)	IS 10124 (Part 11): 2009 Fabricated PVC-U Fittings for Potable Water Supplies — Specification: Part 11 Specific requirements for 30° bends	IS 10124 (Part 11): 1988	31-12-2012
(12)	IS 10124 (Part 12): 2009 Fabricated PVC-U Fittings for Potable Water Supplies — Specification: Part 12 Specific requirements for 22 1/2° bends	IS 10124 (Part 12): 1988	31-12-2012
(13)	IS 10124 (Part 13): 2009 Fabricated PVC-U Fittings for Potable Water Supplies — Specification: Part 13 Specific requirements for 11 1/4° bends	IS 10124 (Part 13): 1988	31-12-2012

Copy of this Standard is available for sale with the Bureau of Indian Standards, Manak Bhavan, 9, Bahadur Shah Zafar Marg, New Delhi- 110002 and Regional Offices: New Delhi, Kolkata, Chandigarh, Chennai, Mumbai and also Branch Offices: Ahmedabad, Bangalore, Bhopal, Bhubaneswar, Coimbatore, Guwahati, Hyderabad, Jaipur, Kanpur, Nagpur, Patna, Pune, Thiruvananthapuram.

[Ref. CED/Gazette]

D. K. AGRAWAL, Scientist 'F' & Head (Civil Engg.)

नई दिल्ली, 7 जनवरी, 2013

का.आ. 131.—भारतीय मानक ब्यूरो नियम, 1987 के नियम 7 के उप-नियम (1) के खंड (ख) के अनुसरण में भारतीय मानक ब्यूरो एतद्वारा अधिसूचित करता है कि अनुसूची में दिये गये मानक(कों) में संशोधन किया गया/किये गये हैं :

## अनुसूची

क्रम सं.	संशोधित भारतीय मानक(कों) की संख्या वर्ष और शीर्षक	संशोधन की संख्या और तिथि	संशोधन लागू होने की तिथि
(1)	(2)	(3)	(4)
1.	आईएस 1918:1966 फाउंड्री रेत की भौतिक परीक्षण विधि	संशोधन संख्या 1, जनवरी 2013	31-01-2013

इस संशोधन की प्रति भारतीय मानक ब्यूरो, मानक भवन, 9, बहादुर शाह ज़फर मार्ग, नई दिल्ली-110002, क्षेत्रीय कार्यालयों : नई दिल्ली, कोलकाता, चण्डीगढ़, चेन्नई, मुम्बई तथा शाखा कार्यालयों : अहमदाबाद, बंगलौर, भोपाल, भुवनेश्वर, कोयंबटूर, गुवाहाटी, हैदराबाद, जयपुर, कानपुर, नागपुर, पटना, पूणे तथा तिरुवनन्तापुरम में विक्री हेतु उपलब्ध हैं।

[संदर्भ. एमटीडी 14/टी-4]

पी. घोष, वैज्ञानिक 'एफ' एवं प्रमुख (एमटीडी)

New Delhi, the 7th January, 2013

S.O. 131.—In pursuance of clause (b) of sub-rule (1) of Rules 7 of the Bureau of Indian Standards Rules, 1987, the Bureau of Indian Standards hereby notifies that the amendments, to the Indian Standards, particulars of which are given in the Schedule hereto annexed have been established on the date indicated against each :

## SCHEDULE

Sl.No.	IS No. & title of the amendment (s)	No. and year of the amendment	Date from which the amendment shall have effect
(1)	(2)	(3)	(4)
1.	IS 1918:1966 Methods of Physical tests for foundry sands	Amendment No. 1 January 2013	31-01-2013

Copy of this amendment is available for sale with the Bureau of Indian Standards, Manak Bhavan, 9, Bahadur Shah Zafar Marg, New Delhi- 110002 and Regional Offices : New Delhi, Kolkata, Chandigarh, Chennai, Mumbai and also Branch Offices : Ahmedabad, Bangalore, Bhopal, Bhubaneswar, Coimbatore, Guwahati, Hyderabad, Jaipur, Kanpur, Nagpur, Patna, Pune, Thiruvananthapuram.

[Ref. MTD 14/T-4]

P. GHOSH, Scientist 'F' &amp; Head (Met Engg.)

नई दिल्ली, 9 जनवरी, 2013

का.आ. 132.—भारतीय मानक ब्यूरो (प्रमाणन) विनियम, 1988 के विनियम 4 के उप-विनियम (5) के अनुसरण में भारतीय मानक ब्यूरो एतद्वारा अधिसूचित करता है कि जिनके विवरण नीचे अनुसूची में दिए गए हैं, को लाइसेंस प्रदान किए गए हैं :

## अनुसूची

क्रम सं.	लाइसेंस संख्या	स्वीकृत करने की तिथि, वर्ष/माह	लाइसेंसधारी का नाम व पता	भारतीय मानक का शीर्षक	भा. मा. संख्या	भाग	अनु वर्ष
(1)	(2)	(3)	(4)	(5)	(6)	(7)	(8) (9)
1.	3864982	03-09-2012	मैसर्स श्री श्याम ज्वेलर्स ओस्वाल् प्लाजा के पीछे, श्री निवास कालोनी, पटेल समय, पैर रोड, जिला-जामनगर, गुजरात	स्वर्ण एवं स्वर्ण मिश्रधातुएं, आभूषण/ शिल्पकारी शुद्धता एवं मुहरांकन-विशिष्ट	1417	0	0 1999
2.	3865075	03-09-2012	जयसुखलाल केसवलाल जवरी महालक्ष्मी चोक, हवेली रोड, कयास्थावली, जी. डी. शाह शाला के पास, जिला जामनगर, गुजरात-361001	स्वर्ण एवं स्वर्ण मिश्रधातुएं, आभूषण/ शिल्पकारी शुद्धता एवं मुहरांकन-विशिष्ट	1417	0	0 1999
3.	3865277	04-09-2012	मारुति इलेक्ट्रीक बालाजी इन्डस्ट्रीज पार्क, प्लॉट नम्बर बी 6, बी. एच. गोंडल रोड, ओक्टरी पोस्ट, गोंडल रोड, जिला राजकोट, गुजरात-360002	निमज्जनीय पम्प सेट	8034	0	0 2002
4.	3865176	05-09-2012	ग्रीप्लाय इन्डस्ट्रीज लिमिटेड प्लॉट नम्बर 912, 913, जी. आई. डी. सी. इस्टेट बामांबोर, तालुका चोटिला, जिला राजकोट, गुजरात-363520	लकड़ी के सपाट दरवाजे के शटर (ठोस कोर टाइप) भाग I प्लाईवुड के सतह युक्त पल्ले	2202	1	0 1999
5.	3866582	06-09-2012	मेसर्स युनाइटेड बेवरेजेस प्लॉट नम्बर 4, सर्वे नम्बर 71 शिवम इस्टेट राफलेश्वर रोड, गाँव जोधपुर, तालुका मोरवी, जिला राजकोट, गुजरात-363642	पैकेजबंद पेयजल (पैकेजबंद प्राकृतिक मिनरल जल के अलावा)	14543	0	0 2004
6.	3866683	07-09-2012	मेसर्स अमृत गंगा, सर्वे नम्बर 461 पाईकी, गाँव भादरोद, तालुका महुआ, जिला भावनगर, गुजरात-364295	पैकेजबंद पेयजल (पैकेजबंद प्राकृतिक मिनरल जल के अलावा)	14543	0	0 2004

(1)	(2)	(3)	(4)	(5)	(6)	(7)	(8)	(9)
7.	3866784	07-09-2012	मेसर्स अमृत बेवरेजेस, शिवम नगर, मेन रोड, गीतांजली विद्यालय के पास, आर. टी. ओ. ऑफिस के पीछे जिला राजकोट, गुजरात-360003	पैकेजबंद पेयजल (पैकेजबंद प्राकृतिक मिनरल जल के अलावा)	14543	0	0	2004
8.	3867079	07-09-2012	मेसर्स वातसत्य बेवरेजेस श्री हरि इन्डस्ट्रीज जोनस्ट्रीट नम्बर 5, मीरा उद्योग के पास, एन एच 8 बी, रिंग रोड राजकोट, गुजरात-360003	पैकेजबंद पेयजल (पैकेजबंद प्राकृतिक मिनरल जल के अलावा)	14543	0	0	2004
9.	3867180	07-09-2012	जिवरामभाई जेरामभाई रानिगा देसाई वर्धस के पीछे, वाड चोक, राममार्ग उपलेटा, जिला राजकोट, गुजरात-360490	स्वर्ण एवं स्वर्ण मिश्रधातुएं, आभूषण/ शिल्पकारी शुद्धता एवं मुहरांकन- विशिष्ट	1417	0	0	1999
10.	3866986	10-09-2012	मैसर्स अर्चित प्लाईवुड प्राईवेट लिमिटेड, सर्वे नम्बर 327, 3271, प्लॉट नम्बर 1 और 4, गांव भीमासर, तालुका अंजार, जिला कच्छ गुजरात-370240	ब्लॉक बोर्ड	1659	0	0	2004
11.	3867281	10-09-2012	मेसर्स किंजल बेवरेजेस गुमेरा पारो पचायत, ऑफिस के पास, गाँव लाखाबावल, जिला जामनगर गुजरात-361001	पैकेजबंद पेयजल (पैकेजबंद प्राकृतिक मिनरल जल के अलावा)	14543	0	0	2004
12.	3867382	10-09-2012	मैसर्स अर्चित प्लाईवुड प्राईवेट लिमिटेड, सर्वे नम्बर 327, 3271, प्लॉट नम्बर 1, गांव भीमासर, तालुका अंजार, जिला कच्छ, गुजरात-370240	समुद्री उपयोग के लिए प्लाईवुड	710	0	0	2010
13.	3867482	10-09-2012	मैसर्स अर्चित प्लाईवुड प्राईवेट लिमिटेड, सर्वे नम्बर 327, 3271, प्लॉट नम्बर 1 और 4, गांव भीमासर, तालुका अंजार, जिला कच्छ गुजरात-370240	सामान्य प्रयोजनों के लिए प्लाईवुड	303	0	0	1989

(1)	(2)	(3)	(4)	(5)	(6)	(7)	(8)	(9)
14.	3867584	10-09-2012	भरमाल ट्रेडलिक प्राईवेट लिमिटेड, वेनुस इन्डस्ट्रीज पार्क, सर्वे नम्बर 205, बेरावल मैन रोड, एस वी आई बैंक कंपाउंड, गांव बेरावल, तालुका कोटडा सांगानी, जिला राजकोट, गुजरात-360025	पैकेजबंद पेयजल (पैकेजबंद प्राकृतिक मिनरल जल के अलावा)	14543	0	0	2004
15.	3868485	11-09-2012	मेसर्स अमृत बेवरेजेस 2 पृथ्विराज प्लॉट, प्रविन मोजिक टाइल्स के सामने, सनाला रोड, गांव मोरवी, जिला राजकोट, गुजरात-363641	पैकेजबंद पेयजल (पैकेजबंद प्राकृतिक मिनरल जल के अलावा)	14543	0	0	2004
16.	3868384	12-09-2012	मैसर्स लाम्बा टिम्बर वर्क्स प्राईवेट लिमिटेड, सर्वे नम्बर 2054, गायत्री पेट्रोल पम्प, गांव चुडवा, तालुका गांधीधाम, जिला कच्छ, गुजरात-370201	समुद्री उपयोग के लिए प्लाईवुड	710	0	0	2010
17.	3869386	13-09-2012	मैसर्स भावना प्लास्टिक इन्डस्ट्रीज, जुनागढ़ रोड, धोराजी, जिला राजकोट, गुजरात 360410	विद्युत संस्थापनों के लिए कंड्यूटस भाग: 3 विद्युत रोधन सामग्री के दृढ़ सादे कंड्यूट	9537	3	0	1983
18.	3869487	13-09-2012	मैसर्स श्रीजी पी वी सी पाईप माधव ओयल मील के पास, पंचासर रोड, बांकावेर जिला राजकोट, गुजरात-363641	पेयजल आपूर्ति के लिए अप्लास्टिक पी वी सी पाइप	4985	0	0	2000
19.	3869588	14-09-2012	विजय टिम्बर इन्डस्ट्रीज प्राईवेट लिमिटेड, सर्वे नम्बर 515, 1, मोडवदर रोड, गांव मिथिरोहर, तालुका गांधीधाम, जिला कच्छ, गुजरात 370201	समुद्री उपयोग के लिए प्लाईवुड	710	0	0	2010
20.	3869689	14-09-2012	मेसर्स ओम साई बेवरेजेस हनुमानजी मंदिर के पास, जी आई डी सी 1 के सामने गुडाला, तालुका सिहोर, जिला भावनगर, गुजरात 364240	पैकेजबंद पेयजल (पैकेजबंद प्राकृतिक मिनरल जल के अलावा)	14543	0	0	2004

(1)	(2)	(3)	(4)	(5)	(6)	(7)	(8)	(9)
21.	3870573	18-09-2012	टोपलेन्ड इन्जिन्स प्राईवेट लिमिटेड प्लॉट नम्बर 213, 214, जी आई डी सी इन्डस्ट्रीज इस्टेट, लोधिकी मेटोडा, कालावड रोड जिला राजकोट, गुजरात-360021	कृषि प्रयोजन के लिए स्वच्छ, ठंडे और ताजे जल हेतु मानांसेंट पम्प के इंजन की विशिष्टि	11501	0	0	1986
22.	3872173	21-09-2012	मेसर्स परेश इंटरप्राइजेज रामदेव मंदिर के पास, गाँव कल्याणपुर, तालुका जामनगर, गुजरात-361315	पैकेजबंद पेयजल (पैकेजबंद प्राकृतिक मिनरल जल के अलावा)	14543	0	0	2004
23.	3873175	26-09-2012	मेसर्स अर्चित प्लाईवुड प्राईवेट लिमिटेड, सर्वे नम्बर 327, 3271, प्लॉट नम्बर 1 और 4, गाँव भीमासर, तालुका अंजार, जिला कच्छ गुजरात-370240	लकड़ी के सपाट दरवाजे के शटर (टोस कोर टाइप) भाग 1 प्लाईवुड के सतह युक्त पल्ले	2202	1	0	1999
24.	3873882	27-09-2012	पुष्प ज्वेलर्स सोनी बाजार घेराबल, जिला जुनागढ़, गुजरात-362001	स्वर्ण तथा स्वर्ण मिश्रधातुएं, आभूषण/ शिल्पकारी शुद्धता एवं मुहरांकन- विशिष्टि	1417	0	0	1999

[सं. केन्द्रीय प्रमाणन विभाग/13:11]

एम. राधाकृष्ण, वैज्ञानिक 'एफ' एवं प्रमुख

New Delhi, the 9th January, 2013

**S.O. 132.**—In pursuance of sub-regulation (5) of the Regulation 4 of the Bureau of Indian Standards (Certificate) Regulations 1988, of the Bureau of Indian Standards, hereby notifies the grant of licences particulars of which are given below in the following schedule :—

**SCHEDULE**

Sl. No.	Licence No.	Grant Date	Name and Address of the Party	Title of the Standard	IS No.	Part	Sec.	Year
(1)	(2)	(3)	(4)	(5)	(6)	(7)	(8)	(9)
1.	3864982	03-09-2012	Shree Shyam Jewellers Opposite Oswal Plaza, Shree Nivas Colony Patel, Samay Main Road District : Jamnagar Gujarat	Gold and gold alloys, Jewellery/ Artefacts—Fineness and Marking Specification	1417	0	0	1999
2.	3865075	03-09-2012	Jaysukhlal Keshavlal Zaveri, Mahalaxmi Chowk, Haveli Road, Kayastha Ambali Near G. D. Shah School District : Jamnagar Gujarat-361001	Gold and gold alloys, Jewellery/ Artefacts—Fineness and Marking Specification	1417	0	0	1999

(1)	(2)	(3)	(4)	(5)	(6)	(7)	(8)	(9)
3.	3865277	04-09-2012	Maruti Electric Balaji Industrial Park Plot No. B-6 Behind Gondal Road, Octory Post, Gondal Road; District : Jamnagar Gujarat-360002	Submersible Pumpsets- Specification	8034	0	0	2002
4.	3865176	05-9-2012	Greenply Industries Limited, Plot No. 912 & 913, GIDC Estate, Bamanbore, Taluka Chotila, District : Surendranagar Gujarat-363520	Wooden flush door shutters (solid core type) : Part I Plywood face panels	2202	1	0	1999
5.	3866582	06-09-2012	United Beverages. Plot No. 4, Survey No. 71, Shivam Estate Rafaleshwar Road, Village Jodhpur (Nadi) Taluka Morbi, District : Rajkot Gujarat-363642	Packaged drinking water (other than packaged natural mineral water) Specification	14543	0	0	2004
6.	3866683	07-09-2012	Amrut Ganga Survey No. 461 Paikee Village Bhadrod, Taluka Mahuva District : Bhavnagar Gujarat-364295	Packaged drinking water (other than packaged natural mineral water) Specification	14543	0	0	2004
7.	3866784	07-09-2012	Amrut Beverages. Shivam Nagar, Main Road Near Gitanjali School, Behind R.T.O. Office, District : Rajkot Gujarat-360003	Packaged drinking water (other than packaged natural mineral water) Specification	14543	0	0	2004
8.	3867079	07-09-2012	Vatsalya Beverages. Shree Hari Industrial Zone, Street No. 5, Near Meera Udhyog. N. H. 8-B, Ring Road District : Rajkot Gujarat-360003	Packaged drinking water (other than packaged natural mineral water) Specification	14543	0	0	2004
9.	3867180	07-09-2012	Jivrambhai Jerambhai Raniga, Opposite Desai Brother, Vad Chowk, Rajmarg, Upaleta, District : Rajkot Gujarat-360490	Gold and gold Alloys, Jewellery/ Artefacts—Fineness and Marking Specification	1417	0	0	1999

(1)	(2)	(3)	(4)	(5)	(6)	(7)	(8)	(9)
10.	3866986	10-09-2012	Archit Plywood Private Limited, Survey No. 327, 327/1, Plot No. 1 & 4, Village Bhimasar, Taluka Anjar, District : Kachchh Gujarat-370240	Block boards	1659	0	0	2004
11.	3867281	10-09-2012	Kinjal Aqua Beverages Nr. Panchayat Office, At. Lakhabavad, Village Lakhabavad, Taluka Jamnagar Lakhabaval, District : Jamnagar Gujarat-361001	Packaged drinking water (other than packaged natural mineral water) Specification	14543	0	0	2004
12.	3867382	10-09-2012	Archit Plywood Private Limited, C/o Poonam Prajapati Plot No. 106 Sector 4, Gandhidham, District : Kachchh Gujarat-370201	Plywood for general purposes	710	0	0	2010
13.	3867483	10-09-2012	Archit Plywood Private Limited, Survey No. 327, 327/1, Plot No. 1 & 4, Village Bhimasar, Taluka Anjar, District : Kachchh Gujarat-370240	Plywood for general purposes	303	0	0	1989
14.	3867584	10-09-2012	Bharmal Tradelink Pvt. Ltd. Venus Industrial Park, Survey No. 205, Veraval Main Road, SBI Bank Compound, Village : Veraval, Taluka Kotda-Sangani, District : Rajkot, Gujarat-360025	Packaged drinking water (other than packaged natural mineral water) Specification	14543	0	0	2004
15.	3868485	11-09-2012	Ami Beverages 2-Pruthviraj Plot, Opposite Pravin Mosaic Tiles, Sanala Road, Village Morbi, District : Rajkot, Gujarat-363641	Packaged drinking water (other than packaged natural mineral water) Specification	14543	0	0	2004
16.	3868384	12-09-2012	Lamba Timber works Pvt Ltd. C/o Post Box No. 184, Survey No. 205/4, Gayatri Petrol Pump, Village Chudva, Taluka Gandhidham District : Kachchh Gujarat-370120	Marine Plywood	710	0	0	2010

(1)	(2)	(3)	(4)	(5)	(6)	(7)	(8)	(9)
17.	3869386	13-09-2012	Bhavna Plastic Industries, Junagadh Road, P. B. No. 82, Dhoraji District : Rajkot, Gujarat-360410	Conduits for electrical Installations : part 3, Rigid plain conduits of insulating materials (superseding IS : 2509)	9537	3	0	1983
18.	3869487	13-09-2012	Shreeji PVC Pipe Near Madhav Oil Mill, Panchasar Road, Wankaner District : Rajkot, Gujarat-363622	Unplasticized PVC, Pipes for Potable Water Supplies- Specification	4985	0	0	2000
19.	3869588	14-09-2012	Vijay Timber Industries Private Limited, Survey No. 515/1, Modvadar Road, Village Mithirohar, Taluka Gandhidham, District : Kachchh Gujarat-370201	Marine Plywood	710	0	0	2010
20.	3869689	14-09-2012	Om Sai Beverages Near Hanumanji Temple, Opposite GIDC-I, Gudala, Taluka Sihor, District : Bhavnagar Gujarat-364240	Packaged drinking water (other than packaged natural mineral water) Specification	14543	0	0	2004
21.	3870573	18-09-2012	Topland Engines Pvt. Ltd, Plot No. 213/214, GIDC Industrial Estate, Lodhika, Metoda Kalawad Road District : Rajkot Gujarat-360021	Engine Monoset Pumps for Clear, Cold, Fresh Water for Agricultural Purposes	11501	0	0	1986
22.	3872173	21-09-2012	Paresh Enterprise Near Ramdevpir Temple, Village-Kalyanpur District : Jamnagar Gujarat	Packaged drinking water (other than packaged natural mineral water) Specification	14543	0	0	2004
23.	3873175	26-09-2012	Archit Plywood Private Limited, Survey No. 327, 327/1, Plot No. 1 & 4, Village Bhimasar, Taluka Anjar, District : Kachchh Gujarat-370240	Wooden flush door shutters (solid core type): Part I Plywood face panels	2202	1	0	1999

(1)	(2)	(3)	(4)	(5)	(6)	(7)	(8)	(9)
24.	3873882	27-09-2012	Pushp Jewellers Soni Bajar, Veraval District : Junagadh Gujarat-362001	Gold and gold alloys, Jewellery/ Artefacts—Fineness and Marking Specification	1417	0	0	1999

[No. CMD/13: 11]

M. RADHAKRISHNA, Scientist 'F' &amp; Head

नई दिल्ली, 11 जनवरी, 2013

का.अ. 133.—भारतीय मानक ब्यूरो नियम, 1987 के नियम 7 के उप-नियम (1) के खंड (ख) के अनुसरण में भारतीय मानक ब्यूरो एतद्वारा अधिसूचित करता है कि जिन भारतीय मानकों के विवरण नीचे अनुसूची में दिए गए हैं वे स्थापित हो गए हैं :-

## अनुसूची

क्रम सं.	स्थापित भारतीय मानक (कों) की संख्या वर्ष और शीर्षक	नये भारतीय मानक द्वारा अतिक्रमित भारतीय मानक अथवा मानकों, यदि कोई हो, की संख्या और वर्ष	स्थापित तिथि
(1)	(2)	(3)	(4)
1	आईएस 6873 (भाग 5) : 2012 सीआईएसपीआर 15 : 2009 रेडियो व्यधान लक्षणों की मापन पद्धतियां एवं सीमाएं : भाग 5 विद्युत प्रकाश व्यवस्था और ऐसे ही उपस्कर (दूसरा पुनरीक्षण)	—	दिसम्बर, 2012
2	आईएस 6873 (भाग 7) : 2012 सीआईएसपीआर 22 : 2008 रेडियो व्यधान लक्षणों की मापन पद्धतियां एवं सीमाएं : भाग 7 सूचना प्रौद्योगिक उपस्कर (दूसरा पुनरीक्षण)	—	दिसम्बर, 2012
3	आईएस 12552 : 2012 सीआईएसपीआर 20 : 2006 ध्वनि एवं टेलिविजन प्रसारण रिसिवरों और संबंधित उपस्कर - प्रतिरक्षा लक्षण - सीमाएँ तथा मापन पद्धतियाँ (दूसरा पुनरीक्षण)	—	दिसम्बर, 2012
4	आईएस 8161 (भाग 7) : 2012/आईईसी 61124 : 2006 उपस्कर विश्वसनीयता परीक्षण के लिए मार्गदर्शिका भाग 7 स्थिर विफलता दर एवं स्थिर तीव्रता के लिए अनुपालन परीक्षण (पहला पुनरीक्षण)	—	दिसम्बर, 2012
5	आईएस 15444 (भाग 1) : 2012/आईईसी 61163- 1 : 2006 विश्वसनीयता स्ट्रेस स्क्रीनिंग भाग 1 लाट में निर्मित मरम्मत योग्य एसेम्बली (पहला पुनरीक्षण)	—	दिसम्बर, 2012
6	आईएस/आईईसी 61196-1-302 : 2005 समाक्ष संचार केबल भाग 1-302 यांत्रिक परीक्षण विधिया - उत्केन्द्रता परीक्षण	—	दिसम्बर, 2012
7	आईएस/आईईसी 61196-1-308 : 2005 समाक्ष संचार केबल भाग 1-308 यांत्रिक परीक्षण विधिया - तांबा-चट्टी धातुओं की तन्य शक्ति और बढ़ाव के लिए परीक्षण	—	दिसम्बर, 2012

(1)	(2)	(3)	(4)
8	आईएस/आईसी 60794-1-1 : 2001 प्रकाशिक तंतु केबल भाग 1 वर्गिय विशिष्ट अनुभाग 1 सामान्य	—	नवम्बर, 2012

इन भारतीय मानकों की प्रतियाँ भारतीय मानक ब्यूरो, मानक भवन, 9, बहादुर शाह ज़फर मार्ग, नई दिल्ली-110002, क्षेत्रीय कार्यालयों : नई दिल्ली, कोलकाता, चण्डीगढ़, चेन्नई, मुम्बई तथा शाखा कार्यालयों : अहमदाबाद, बंगलौर, भोपाल, भुवनेश्वर, कोयम्बतूर, गुवाहाटी, हैदराबाद, जयपुर, कानपुर, नागपुर, पटना, पूणे तथा तिरुवनन्तापुरम में बिक्री हेतु उपलब्ध हैं।

[संदर्भ एल आई टी डी/जी-75]

पी. राधाकृष्णा, वैज्ञानिक 'एफ' एवं प्रमुख (इलेक्ट्रॉनिक्स एवं आई टी)

New Delhi, the 11th January, 2013

**S.O. 133.**—In pursuance of clause (b) of sub-rule (1) of Rule 7 of the Bureau of Indian Standards Rules, 1987, the Bureau of Indian Standards hereby notifies that the Indian Standards, particulars of which are given in the Schedule hereto annexed have been established on the date indicated against each :—

#### SCHEDULE

Sl. No.	No. and Year of the Indian Standards Established	No. and Year of the Indian Standards, if any, Superseded by the New Indian Standard	Date of Established
(1)	(2)	(3)	(4)
1	IS 6873 (Part 5) : 2012 CISPR 15 : 2009 Limits and methods of measurements of radio disturbance characteristics Part 5 Electrical lighting and similar equipment (Second Revision)	—	Dec 2012
2	IS 6873 (Part 7) : 2012 CISPR 22 : 2008 Limits and methods of measurements of radio disturbance characteristics Part 7 Information technology equipments (Second Revision)	—	Dec 2012
3	IS 12552 : 2012 CISPR 20 : 2006 Sound and television broadcast receivers and associated equipment - Immunity characteristics—Limits and methods of measurement (Second Revision)	—	Dec 2012
4	IS 8161 (Part 7) : 2012 IEC 61124 : 2006 Guide for equipment reliability testing Part 7 Compliance tests for constant failure rate and constant failure intensity (First Revision)	—	Dec 2012
5	IS 15444 (Part 1) : 2012/IEC 61163-1 : 2006 Reliability stress screening Part 1 Repairable assemblies manufactured in lots (First Revision)	—	Dec 2012

(1)	(2)	(3)	(4)
6	IS/IEC 61196-1-302 : 2005 Coaxial communication cables Part 1-302 mechanical test methods — Test for eccentricity	—	Dec. 2012
7	IS/IEC 61196-1-308 : 2005 Coaxial communication cables Part 1-308 mechanical test methods — Test for tensile strength and elongation for copper-clad metals	—	Dec 2012
8	IS/IEC 60794-1-1 : 2001 Optical fibre cables Part 1 Generic specification Section 1-general	—	Nov 2012

Copy of this Standard is available for sale with the Bureau of Indian Standards, Manak Bhavan, 9, Bahadur Shah Zafar Marg, New Delhi- 110002 and Regional Offices : New Delhi, Kolkata, Chandigarh, Chennai, Mumbai and also Branch Offices : Ahmedabad, Bangalore, Bhopal, Bhubaneswar, Coimbatore, Guwahati, Hyderabad, Jaipur, Kanpur, Nagpur, Patna, Pune, Thiruvananthapuram.

[Ref. LITD/G-75]

P. RADHAKRISHNA, Scientist 'F' & Head (LITD)

नई दिल्ली, 11 जनवरी, 2013

का.आ. 134.—भारतीय मानक ब्यूरो (प्रमाणन) विनियम, 1988 के नियम 4 के उप-नियम (5) के अनुसरण में भारतीय मानक ब्यूरो एतद्वारा अधिसूचित करता है कि जिन लाइसेंसों के विवरण नीचे अनुसूची में दिए गए हैं, वे स्वीकृत कर दिए गए हैं :-

अनुसूची

क्रम सं.	लाइसेंस संख्या	स्वीकृत करने की तिथि	लाइसेंसधारी का नाम व पता	भारतीय मानक का शीर्षक	भा. मा. संख्या	भाग	अनु वर्ष
(1)	(2)	(3)	(4)	(5)	(6)	(7)	(8) (9)
1.	3855678	6-11-2012	मैसर्स प्रतिभा बेवरेजेज प्रा.लि. गट सं. 12, ए/पी जतेगांव खुर्द, तालुका शिरूर जिला पुणे महाराष्ट्र-412208	पैकेजबंद पेयजल (पैकेजबंद प्राकृतिक मिनरल जल के अलावा)	14543	-	- 2004
2.	3895690	3-12-2012	मैसर्स श्री कर्मवीर इंडस्ट्रीज गट सं. 1015 गांव हाटकानंगले तालुका हाटकानंगले जिला कोल्हापुर महाराष्ट्र-416109	पेयजल आपूर्ति के लिए अप्लास्टिकृत पी वी सी पाइप्स	4985	-	- 2000
3.	3895791	7-12-2012	मैसर्स रांभुराजे इंडस्ट्रीज गट सं. 348 एट पोस्ट खाली तालुका गंजखेड जिला परभणी महाराष्ट्र-431514	पैकेजबंद पेयजल (पैकेजबंद प्राकृतिक मिनरल जल के अलावा)	14543	-	- 2004
4.	3895084	29-11-2012	मैसर्स जय-माला-दी इंडस्ट्रीज म. नं. 10-2-824/3सी गट सं. 65, कौथा जिला नांदेड महाराष्ट्र-431603	पैकेजबंद पेयजल (पैकेजबंद प्राकृतिक मिनरल जल के अलावा)	14543	-	- 2004

(1)	(2)	(3)	(4)	(5)	(6)	(7)	(8)	(9)
5	3856377	30-11-2012	मैसर्स साई इंडस्ट्रीज प्लॉट नं. सी-18 एमआईडीसी चिंचोली तालुका मोहोले जिला सोलापुर महाराष्ट्र	पैकेंजबंद पेयजल (पैकेंजबंद प्राकृतिक मिनरल जल के अलावा)	14543	-	-	2004
6	3833870	6-12-2012	मैसर्स पठान इंडस्ट्रीज प्लॉट नं. - 24 स. नं. 248, ओम शांतिनगर सटोना रोड, संलु तालुका और जिला परभणी महाराष्ट्र-431503	पैकेंजबंद पेयजल (पैकेंजबंद प्राकृतिक मिनरल जल के अलावा)	14543	-	-	2004
7	3897391	3-12-2012	मैसर्स प्रगति इरीगेशन टेक्नोलॉजीज प्रा. लि. गट सं. 16/4, प्लॉट नं. 9 प्रगति नगर, बीएसएनएल कार्यालय के पास एमआईडीसी कुपवाड के पास कुपवाड, तालुका मिरज जिला सांगली महाराष्ट्र-416436	सिंचाई उपकरण सिंचाई नेट्स के लिए पॉलीइथाइलीन पाइप्स विशिष्ट	12786	-	-	1989
8	3897290	5-12-2012	मैसर्स महेश इंडस्ट्रीज डो. 63, एमआईडीसी एरिया रोड जिला औरंगाबाद महाराष्ट्र-431201	पैकेंजबंद पेयजल (पैकेंजबंद प्राकृतिक मिनरल जल के अलावा)	14543	-	-	2004

[सं. सीएमडी/13:11]

बी. एम. हनीफ, वैज्ञानिक 'एफ' एवं प्रमुख

New Delhi, the 11th January, 2013

S.O. 134.—In pursuance of sub-regulation (5) of the Regulation 4 of the Bureau of Indian Standards (Certification) Regulations 1988, of the Bureau of Indian Standards, hereby notifies the grant of licences particulars of which are given in the following schedule :

## SCHEDULE

Sl. No.	Licence No.	Grant Date	Name and Address of the Party	Title of the Standard	IS No.	Part	Sec.	Year
(1)	(2)	(3)	(4)	(5)	(6)	(7)	(8)	(9)
1.	3855678	6-11-2012	M/s Pratibha Beverages Pvt. Ltd. Gat No. 12 A/P Jategaon Khurd Taluka Shirur District Pune Maharashtra-412208	Packaged Drinking Water (Other than Packaged Natural Mineral Water)	14543	-	-	2004

(1)	(2)	(3)	(4)	(5)	(6)	(7)	(8)	(9)
2.	3895690	3-12-2012	M/s Shri Karmveer Industries, Gat No. 1015 Village Hatkanangale Taluka Hatkanangale District Kolhapur Maharashtra-416109	Unplasticized PVC Pipes for Potable Water Supplies	4985	-	-	2000
3.	3895791	7-12-2012	M/s Shambhuraje Industries, Gat No. 348 At Post Khali Taluka Gangakhed District Parbhani Maharashtra-431514	Packaged Drinking Water (Other than Packaged Natural Mineral Water)	14543	-	-	2004
4.	3895084	29-11-2012	M/s Jai-Mata-Di-Industries, H. No. 10-2-824/3C, Gut No. 65 Koutha District Nanded Maharashtra-431603	Packaged Drinking Water (Other than Packaged Natural Mineral Water)	14543	-	-	2004
5.	3856377	30-11-2012	M/s Sai Industries Plot No. C-18 MIDC Chincholi Taluka Mohal District Solapur Maharashtra	Packaged Drinking Water (Other than Packaged Natural Mineral Water)	14543	-	-	2004
6.	3833870	6-12-2012	M/s Pathan Industries Plot No. 24 Om Shantinagar Satone Road, Selu Tal & Dist Parbhani Maharashtra-431503	Packaged Drinking Water (Other than Packaged Natural Mineral Water)	14543	-	-	2004
7.	3897391	3-12-2012	M/s Pragati Irrigation Technologies Pvt. Ltd. Gat No. 16/4, Plot No. 9 Pragati Nagar Near BSNL Office Near MIDC Kupwad Kupwad Taluka Miraj District Sangli Maharashtra-416436	Irrigation Equipment Polyethylene Pipes for Irrigation Laterals-Specification	12786	-	-	1989
8.	3897290	5-12-2012	M/s Mahesh Industries D-63, MIDC Area Shendra District Aurangabad Maharashtra-431201	Packaged Drinking Water (Other than Packaged Natural Mineral Water)	14543	-	-	2004

[No. CMD/13: 11]

B. M. HANEEF, Scientist 'F' &amp; Head

## कोयला मंत्रालय

## आदेश

नई दिल्ली, 10 जनवरी, 2013

का.आ.135.—कोयला धारक क्षेत्र (अर्जन और विकास) अधिनियम, 1957 (1957 का 20) (जिसे इसमें इसके पश्चात् उक्त अधिनियम कहा गया है) की धारा 9 की उपधारा (1) के अधीन जारी की गई भारत सरकार के कोयला मंत्रालय की अधिसूचना संख्यांक का.आ. 2267 तारीख 29 जून, 2012 के भारत के राजपत्र के भाग II, खंड 3, उपखंड (ii) तारीख 1 जुलाई से 7 जुलाई, 2012 में प्रकाशित होने पर उक्त अधिसूचना से संलग्न अनुसूची में वर्णित भूमि और भूमि में या उस पर के अधिकार (जिसे इसमें इसके पश्चात् उक्त भूमि कहा गया है) उक्त अधिनियम की धारा 10 की उपधारा (1) के अधीन, सभी विल्लंगमों से मुक्त होकर, आत्यांतिक रूप में केन्द्रीय सरकार में निहित हो गए थे;

और केन्द्रीय सरकार का यह समाधान हो गया है कि ईस्टर्न कोलफील्ड्स लिमिटेड, सैंक्टोरिया, डाकघर दिसेरगढ़, जिला -बर्द्धमान-713 333 (पश्चिम बंगाल) (जिसे इसमें इसके पश्चात् सरकारी कम्पनी कहा गया है) ऐसे निबंधनों और शर्तों का जो केन्द्रीय सरकार इस निमित्त अधिरोपित करना उचित समझे, अनुपालन करने के लिए रजामंद है;

अतः, अब, उक्त अधिनियम की धारा 11 की उपधारा (1) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, यह निदेश देती है कि इस प्रकार निहित उक्त भूमि और उस पर के सभी अधिकार, तारीख 1 जुलाई से 7 जुलाई, 2012 से केन्द्रीय सरकार में इस प्रकार निहित बने रहने की बजाय, निम्नलिखित निबंधनों और शर्तों के अधीन रहते हुए, उक्त सरकारी कंपनी में निहित हो जाएंगे, अर्थात् ;

1. सरकारी कम्पनी, उक्त अधिनियम के उपबंधों के अधीन यथा अवधारित प्रतिकर, व्याज नुकसान और वैसी ही मदों की बाबत किए गए सभी संदायों की केन्द्रीय सरकार को प्रतिपूर्ति करेगी ;
2. शर्त (1) के अधीन, उक्त सरकारी कंपनी द्वारा केन्द्रीय सरकार को संदेय रकमों का अवधारण करने के प्रयोजन के लिए धारा 14 के अधीन एक अधिकरण का गठन किया जाएगा तथा ऐसे किसी अधिकरण और अधिकरण की सहायता करने के लिए नियुक्त व्यक्तियों के संबंध में उपगत सभी व्यय, सरकारी कंपनी द्वारा वहन किये जायेंगे और इस प्रकार निहित उक्त भूमि में या उस पर के अधिकार के लिए या उसके संबंध में जैसे अपील आदि सभी विधिक कार्यवाहियों की बाबत उपगत, सभी व्यय भी, इसी प्रकार उक्त सरकारी कंपनी द्वारा वहन किये जायेंगे;

3. सरकारी कंपनी, केन्द्रीय सरकार या उसके पदाधिकारियों की, ऐसे किसी अन्य व्यय के संबंध में, क्षतिपूर्ति करेंगी जो इस प्रकार निहित उक्त भूमि में या उस पर के अधिकारों के बारे में, केन्द्रीय सरकार या उसके पदाधिकारियों द्वारा या उनके विरुद्ध किन्हीं कार्यवाहियों के संबंध में आवश्यक हो ;
4. सरकारी कंपनी के पास, केन्द्रीय सरकार के पूर्व अनुमोदन के बिना, उक्त भूमि और भूमि में या उसके ऊपर इस प्रकार निहित अधिकार को किसी अन्य व्यक्ति को अंतरित करने की शक्ति नहीं होगी ; और
5. सरकारी कंपनी, ऐसे निदेशों और शर्तों का, जो केन्द्रीय सरकार द्वारा, जब कभी आवश्यक हो, उक्त भूमि के विशिष्ट क्षेत्रों के लिए दिए जाएं या अधिरोपित किये जाएं, पालन करेगी।

[ फा. सं. 43015/28/2008-पीआरआईडब्ल्यू-1 ]

वी. एस. राणा, अवर सचिव

## MINISTRY OF COAL

## ORDER

New Delhi, the 10th January, 2013

S.O. 135.—Whereas on the publication of the notification of the Government of India in the Ministry of Coal, number S.O. 2267 dated the 29<sup>th</sup> June, 2012, published in the Gazette of India, Part- II, Section-3, Sub-section (ii) dated 1<sup>st</sup> July to 7<sup>th</sup> July, 2012, issued under sub-section (1) of section 9 of the Coal Bearing Areas (Acquisition and Development) Act, 1957 (20 of 1957) (hereinafter referred to as the said Act), the land and all rights in or over the land described in the Schedule appended to the said notification (hereinafter referred to as the said land) are vested absolutely in the Central Government free from all encumbrances under sub-section (1) of section 10 of the said Act;

And whereas the Central Government is satisfied that the Eastern Coalfields Limited, Sanctoria, Post Office Dishergarh, District- Burdwan-713 333(West Bengal) (hereinafter referred to as the Government Company) is willing to comply with such terms and conditions as the Central Government thinks fit to impose in this behalf;

Now, therefore, in exercise of the powers conferred by sub-section (1) of section 11 of the said act, the Central Government hereby direct, that the said land and all rights in or over the said land so vested shall, with effect from 1<sup>st</sup> July to 7<sup>th</sup> July, 2012, instead of continuing to so vest in the Central Government, shall vest in the Government Company, subject to the following terms and conditions, namely:-

1. The Government Company shall reimburse to the Central Government all payments made in respect of compensation, interest, damages and the like, as determined under the provisions of the said Act;

2. A Tribunal shall be constituted under section 14 of the said Act, for the purpose of determining the amounts payable to the Central Government by the Government Company under conditions (1) and all expenditure incurred in connection with any such tribunal and persons appointed to assist the tribunal shall be borne by the Government Company and similarly, all expenditure incurred in respect of all legal proceedings like appeals etc., for or in connection with the rights in or over the said land, so vested, shall also be borne by the Government Company ;
3. The Government Company shall indemnify the Central Government or its officials against any other expenditure that may be necessary in connection with any proceedings by or against the Central Government or its officials, regarding the rights in or over the said land so vested;
4. The Government Company shall have no power to transfer the said land to any other person without the previous approval of the Central Government; and
5. The Government Company shall abide by such direction and conditions as may be given or imposed by the Central Government for particular areas of the said land, as and when necessary.

- [F. No. 43015/28/2008-PRIW-I]

V. S. RANA, Under Secy.

नई दिल्ली, 11 जनवरी, 2013

का.आ.136.—केन्द्रीय सरकार सरकारी स्थान (अप्राधिकृत अभियोगियों की बेदखली) अधिनियम, 1971 की धारा 3 द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए और भारत सरकार के कोयला मंत्रालय की अधिसूचना संख्या का.आ. 1294, तारीख 29 मार्च, 2005, जो भारत के राजपत्र के भाग II, खंड 3, उपखंड (ii), तारीख 9 अप्रैल, 2005 में प्रकाशित की गई थी, को अधिक्रान्त करते हुए नीचे सारणी के स्तंभ (1) में उल्लिखित अधिकारियों को, जो सरकार के राजपत्रित अधिकारी की पंक्ति के समतुल्य अधिकारी हैं, उक्त अधिनियम के प्रयोजनों के लिए सम्पदा अधिकारी नियुक्त करती है जो सारणी के स्तंभ (2) में विनिर्दिष्ट सरकारी स्थानों की बाबत अपनी-अपनी अधिकारिता की सीमाओं के भीतर उक्त अधिनियम द्वारा या उसके अधीन सम्पदा अधिकारियों को प्रदत्त शक्तियों का प्रयोग और अधिरोपित कर्तव्यों का पालन करेंगे ; अर्थात्

सारणी

अधिकारियों का पदनाम	सरकारी स्थानों के प्रवर्ग और अधिकारिता की स्थानीय सीमाएं
(1)	(2)
महाप्रबंधक अथवा मुख्य महाप्रबंधक, जयंत परियोजना.	मध्य प्रदेश राज्य में नार्दर्न कोलफील्ड्स लिमिटेड, जयंत परियोजना के या उसके द्वारा या उसकी ओर से पड़े पर लिए गए सभी परिसर ।

महाप्रबंधक अथवा मुख्य महाप्रबंधक, ब्लॉक-बी परियोजना, गोरबी.	मध्य प्रदेश राज्य में नार्दर्न कोलफील्ड्स लिमिटेड, ब्लॉक-बी परियोजना के या उसके द्वारा या उसकी ओर से पट्टे पर लिए गए सभी परिसर।
महाप्रबंधक अथवा मुख्य महाप्रबंधक, निगाही परियोजना, गोरबी.	मध्य प्रदेश राज्य में नार्दर्न कोलफील्ड्स लिमिटेड, निगाही परियोजना के या उसके द्वारा या उसकी ओर से पट्टे पर लिए गए सभी परिसर।
महाप्रबंधक अथवा मुख्य महाप्रबंधक, अमलोरी परियोजना.	मध्य प्रदेश राज्य में नार्दर्न कोलफील्ड्स लिमिटेड, अमलोरी परियोजना के या उसके द्वारा या उसकी ओर से पट्टे पर लिए गए सभी परिसर।
महाप्रबंधक अथवा मुख्य महाप्रबंधक, झिंगुरदा परियोजना.	मध्य प्रदेश राज्य में नार्दर्न कोलफील्ड्स लिमिटेड, झिंगुरदा परियोजना के या उसके द्वारा या उसकी ओर से पट्टे पर लिए गए सभी परिसर।
महाप्रबंधक अथवा मुख्य महाप्रबंधक, केन्द्रीय कर्मशाला (सीडब्ल्यूएस), जयंत.	मध्य प्रदेश राज्य में नार्दर्न कोलफील्ड्स लिमिटेड, केन्द्रीय कर्मशाला जयंत के या उसके द्वारा या उसकी ओर से पट्टे पर लिए गए सभी परिसर।
महाप्रबंधक अथवा मुख्य महाप्रबंधक, खडिया परियोजना.	उत्तर प्रदेश राज्य में नार्दर्न कोलफील्ड्स लिमिटेड, खडिया परियोजना के या उसके द्वारा या उसकी ओर से पट्टे पर लिए गए सभी परिसर।
महाप्रबंधक अथवा मुख्य महाप्रबंधक, बीना परियोजना.	उत्तर प्रदेश राज्य में नार्दर्न कोलफील्ड्स लिमिटेड, बीना परियोजना के या उसके द्वारा या उसकी ओर से पट्टे पर लिए गए सभी परिसर।
महाप्रबंधक अथवा मुख्य महाप्रबंधक, ककरी परियोजना.	उत्तर प्रदेश राज्य में नार्दर्न कोलफील्ड्स लिमिटेड, ककरी परियोजना के या उसके द्वारा या उसकी ओर से पट्टे पर लिए गए सभी परिसर।
महाप्रबंधक अथवा मुख्य महाप्रबंधक, दुधीचुआ परियोजना.	उत्तर प्रदेश राज्य में नार्दर्न कोलफील्ड्स लिमिटेड, दुधीचुआ परियोजना के या उसके द्वारा या उसकी ओर से पट्टे पर लिए गए सभी परिसर।
महाप्रबंधक अथवा मुख्य महाप्रबंधक, कृष्णशिला परियोजना.	उत्तर प्रदेश राज्य में नार्दर्न कोलफील्ड्स लिमिटेड, कृष्णशिला परियोजना के या उसके द्वारा या उसकी ओर से पट्टे पर लिए गए सभी परिसर।
प्रभारी, इंटीग्रेटिड वाटर सप्लाई सिस्टम (आईडब्ल्यूएसएस), खडिया.	उत्तर प्रदेश राज्य में नार्दर्न कोलफील्ड्स लिमिटेड, एकीकृत जलापूर्ति प्रणाली (आईडब्ल्यूएसएस), खडिया के या उसके द्वारा या उसकी ओर से पट्टे पर लिए गए सभी परिसर।

प्रमुख चिकित्सा सेवाएं, मेहरू शताब्दी चिकित्सालय (एनएससी), जयंत.	उत्तर प्रदेश राज्य में नार्दन कोलफील्ड्स लिमिटेड, मेहरू शताब्दी चिकित्सालय (एनएससी), जयंत के या उसके द्वारा या उसकी ओर से पढ़े पर लिए गए सभी परिसर।
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[फा. सं. 43022/3/2012-पीआरआईडब्ल्यू-1]

बी. एस. राणा, अवर सचिव

New Delhi, the 11th January, 2013

**S.O. 136.**—In exercise of the powers conferred by Section 3 of the Public Premises (Eviction of Unauthorized Occupants) Act, 1971 and in suppression of the notification of the Government of India in the Ministry of Coal, Number S.O. 1294 dated the 29<sup>th</sup> March 2005, published in the Gazette of India, Part II, Section 3, Sub-Section (ii), dated the 9<sup>th</sup> April, 2005, the Central Government hereby appoints the officers mentioned in column (1) of the table below, being officers equivalent of the rank of Gazetted Officers of the Government to be Estate Officers for the purposes of the said Act, who shall exercise the powers conferred and perform the duties imposed on the Estate Officers, by or under the said Act, within the limits of their respective jurisdiction in respect of public premises specified in column (2) of the Table, namely :

TABLE

Designation of the Officers	Categories of public premises and local limits of jurisdiction
(1)	(2)
General Manager or Chief General Manager, Jayant Project.	All premises belonging to or taken on lease by or on behalf of Northern Coalfields Limited, Jayant Project in the State of Madhya Pradesh.
General Manager or Chief General Manager, Block-B Project, Gorbi.	All premises belonging to or taken on lease by or on behalf of Northern Coalfields Limited, Block-B Project, Gorbi in the State of Madhya Pradesh.
General Manager or Chief General Manager, Nigahi Project.	All premises belonging to or taken on lease by or on behalf of Northern Coalfields Limited, Nigahi Project in the State of Madhya Pradesh.
General Manager or Chief General Manager, Amlori Project.	All premises belonging to or taken on lease by or on behalf of Northern Coalfields Limited, Amlori Project in the State of Madhya Pradesh.
General Manager or Chief General Manager, Jhingurda Project.	All premises belonging to or taken on lease by or on behalf of Northern Coalfields Limited, Jhingurda Project in the State of Madhya Pradesh.
General Manager or Chief General Manager, Central Workshop (CWS), Jayant.	All premises belonging to or taken on lease by or on behalf of Northern Coalfields Limited, Central Workshop, Jayant in the State of Madhya Pradesh.

General Manager or Chief General Manager, Khadia Project.	All premises belonging to or taken on lease by or on behalf of Northern Coalfields Limited, Khadia Project in the State of Uttar Pradesh.
General Manager or Chief General Manager, Bina Project.	All premises belonging to or taken on lease by or on behalf of Northern Coalfields Limited, Bina Project in the State of Uttar Pradesh.
General Manager or Chief General Manager, Kakri Project.	All premises belonging to or taken on lease by or on behalf of Northern Coalfields Limited, Kakri Project in the State of Uttar Pradesh.
General Manager or Chief General Manager, Dudhichua Project	All premises belonging to or taken on lease by or on behalf of Northern Coalfields Limited, Dudhichua Project in the State of Madhya Pradesh. and Uttar Pradesh.
General Manager or Chief General Manager, Krishnashila Project.	All premises belonging to or taken on lease by or on behalf of Northern Coalfields Limited, Krishnashila Project in the State of Uttar Pradesh.
Incharge, Integrated Water Supply System (IWSS), Khadia.	All premises belonging to or taken on lease by or on behalf of Northern Coalfields Limited, Integrated Water Supply System (IWSS), Khadia in the State of Uttar Pradesh.
Chief of Medical Services, Nehru Satabdi Chikitsalay (NSC), Jayant.	All premises belonging to or taken on lease by or on behalf of Northern Coalfields Limited, Nehru Satabdi Chikitsalay, Jayant in the State of Madhya Pradesh.

[F.No. 43022/3/2012-PRJW-I]

V. S. RANA, Under Secy.

## पेट्रोलियम और प्राकृतिक गैस मंत्रालय

नई दिल्ली, 8 जनवरी, 2013

का.आ.137.—सार्वजनिक परिसर (अनधिकृत कब्जाधारियों की बेदखली) अधिनियम 1971 (1971 का 40) की धारा 3 द्वारा प्राप्त शक्तियों का प्रयोग तथा भारत के गजट में दिनांक 28.5.2007 की का.आ. संख्या 2592 के अंतर्गत प्रकाशित पेट्रोलियम और प्राकृतिक गैस मंत्रालय, भारत सरकार की दिनांक 15.9.2007 की अधिसूचना संख्या: आर -25015/1/2007-ओ.आर -2 में आंशिक संशोधन करते हुए केन्द्र सरकार इस अधिसूचना के साथ संलग्न सारणी में निम्नलिखित संशोधन करती है जो इस प्रकार है:

**सारणी**

क्रम सं.	यूनिट/कार्यालय का नाम	अधिकारी का पद	सार्वजनिक परिसरों की श्रेणियाँ तथा स्थानीय क्षेत्राधिकार की क्षेत्र सीमाएं
क्रम संख्या 9	पारादीप रिफाइनरी परियोजना	वरिष्ठ प्रबंधक (प्रशासन) - इंडियन ऑयल कॉर्पोरेशन लिमिटेड, पारादीप रिफाइनरी, बिजयचन्द्रपुर, पारादीप, जिला- जगतसिंहपुर उड़ीसा-754142	उड़ीसा राज्य के अंदर तथा आसपास इंडियन ऑयल कॉर्पोरेशन लिमिटेड के प्रशासनिक नियंत्रण वाले सार्वजनिक परिसर

इनके स्थान पर निम्नलिखित को रखा जाए:-

	पारादीप रिफाइनरी परियोजना	वरिष्ठ प्रबंधक (मानव संसाधन) - इंडियन ऑयल कॉर्पोरेशन लिमिटेड, पारादीप रिफाइनरी, बिजयचन्द्रपुर, पारादीप, जिला-जगतसिंहपुर, उड़ीसा-754142	उड़ीसा राज्य के अंदर तथा आसपास इंडियन ऑयल कॉर्पोरेशन लिमिटेड के प्रशासनिक नियंत्रण वाले सार्वजनिक परिसर
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[फा. सं. आर.-25015/1/2007-ओ.आर.-1]

पवन कुमार, अवर सचिव

**MINISTRY OF PETROLEUM AND NATURAL GAS**

New Delhi, the 8th January, 2013

**S.O. 137.**—In exercise of the powers conferred by Section 3 of the Public Premises (Eviction of Un-authorized Occupants) Act-1971 (40 of 1971) and in partial modification of the notification of the Govt. of India in the Ministry of Petroleum & Natural Gas No. R-25015/1/2007-OR-2 dated 28.5.2007 published vide S.O. 2592 dated 15.9.2007 in the Gazette of India, the Central Government makes the following amendments in the table annexed to this notification as under namely:-

**TABLE**

Sl. No.	Name of the Unit/Office	Designation of the Officer	Categories of public premises and local limits of jurisdiction
Sr. No. 9	Paradip Refinery Project	Sr. Manager (Admn.), Indian Oil Corporation Ltd., Paradip Refinery, Bijaychandrapur, Paradip, Distt. Jagatsinghpur, Orissa - 754 142.	Public premises under the administrative control of Indian Oil Corporation Ltd. within the State of Orissa.

**Shall be Substituted as under:**

	Paradip Refinery Project	Sr. Human Resources Manager, Indian Oil Corporation Ltd., Paradip Refinery, Bijaychandrapur, Paradip, Distt. Jagatsinghpur, Orissa - 754 142.	Public premises under the administrative control of Indian Oil Corporation Ltd. within the State of Orissa.
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[F.No. R-25015/1/2007-O.R.-1]

PAWAN KUMAR, Under Secy.

नई दिल्ली, 18 जनवरी, 2013

क्र.अ. 138.—केन्द्रीय सरकार को लोकहित में यह आवश्यक प्रतीत होता है कि पश्चिम बंगाल राज्य में पारादीप(उड़ीसा) से दुर्गापुर (पश्चिम बंगाल) तक वाया हल्दिया एलपीजी गैस परिवहन के लिए इंडियन ऑयल कॉर्पोरेशन लिमिटेड के द्वारा एक पाइपलाइन बिछाई जानी चाहिए ;

और केन्द्रीय सरकार को ऐसी पाइपलाइन बिछाने के प्रयोजन के लिए यह आवश्यक प्रतीत होता है कि ऐसी भूमि में जो इस से उपाबद्ध अनुसूची में वर्णित है और जिसमें उक्त पाइपलाइन बिछाए जाने का प्रस्ताव है, उपयोग के अधिकार का अर्जन किया जाए ;

अतः अब, केन्द्रीय सरकार, पेट्रोलियम और खनिज पाइपलाइन्स (भूमि में उपयोग के अधिकार का अर्जन) अधिनियम, 1962 (1962 का 50) की धारा 3 की उपधारा (1) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, उस भूमि में उपयोग के अधिकार का अर्जन करने के अपने आशय की घोषणा करती है ;

कोई व्यक्ति, जो उक्त अनुसूची में वर्णित भूमि में हितबद्ध है, उस तारीख से जिसको इस अधिसूचना से युक्त भारत के राजपत्र की प्रतियाँ साधारण जनता को उपलब्ध करा दी जाती है, इक्कीस दिन के भीतर भूमि के नीचे पाइपलाइन बिछाए जाने के लिए उसमें उपयोग के अधिकार के अर्जन के सम्बन्ध में श्री एस.सी. सरकार, डब्ल्यू. बी. सी. एस. (प्रशासनिक) सेवानिवृत्त सक्षम प्राधिकारी, पारादीप - हल्दिया - दुर्गापुर एलपीजी पाइपलाइन एवम् पारादीप - हल्दिया - बरौनी पाइपलाइन ऑगमेंटेशन योजना, डाकघर दुईल्या, आन्दुल-मौरी, मौरीग्राम हावड़ा-711 302 (पश्चिम बंगाल) को लिखित रूप में आक्षेप भेज सकेगा।

## अनुसूची

पुलिस स्टेशन : चण्डीतला-।		जिला : हुगली	राज्य : पश्चिम बंगाल		
क्रम सं.	भौजा का नाम	खसरा सं. (आर.एस.)	क्षेत्रफल		
			हेक्टेयर	एयर	वर्ग मी.
1	2	3	4	5	6
1	कृष्णरामपुर - 59	688	00	07	00
		735	00	00	50
		687	00	04	50
		648/6455	00	02	70
		650	00	01	00
		651	00	01	70
		653	00	03	00
		652	00	00	20
		655	00	02	00
		654	00	01	10
		657	00	00	20
		657/6457	00	00	80
		660	00	04	10

1	2	3	4	5	6
1	कृष्णरामपुर - 59 (जारी---)	661	00	05	60
		663	00	00	20
		620	00	00	20
		662	00	00	20
		696 / 6881	00	02	00
		680	00	02	30
		619	00	00	80
		614	00	00	20
		615	00	00	30
		617 / 6448	00	01	30
		617	00	02	20
		616	00	01	80
		1855	00	01	60
2	मणिरामपुर - 64	2636 / 4484	00	02	70
		2636	00	01	10
		2633	00	02	10
		2634	00	00	70
		2632	00	08	20
	मणिरामपुर - 64	2585	00	00	30
	जारी.....	2587	00	00	70
		2616	00	02	30
		2614	00	00	20
		2617	00	01	90
		2618	00	00	80
		2615	00	02	20
		2613	00	05	20
		2599	00	00	90
		2600	00	04	90
		2602	00	01	40
		2601	00	02	90
		2603	00	01	80
		2604	00	01	40
		2606	00	01	90
		2610	00	00	50
		2607	00	00	70
		2605	00	00	30
		2608	00	01	60
		2609 / 4497	00	01	00
		2609	00	04	00

1	2	3	4	5	6
	मणिरामपुर - 64	2358	00	00	20
	जारी.....	2357	00	01	10
		2356	00	02	40
		2355	00	01	10
		2361	00	03	20
		2347	00	07	50
		2366	00	01	50
		2345	00	00	50
		2344	00	00	40
		2343	00	01	70
		2342	00	03	00
		2333	00	00	90
		2332	00	00	20
		2340	00	01	70
		2334	00	01	20
		2335	00	03	20
		2339	00	00	20
		2337	00	00	20
		2326	00	00	20
		2336	00	02	00
		2319	00	00	50
		2314	00	00	20
		2318	00	02	20
		2317	00	03	40
		2316	00	00	40
		2289	00	03	50
		2290	00	00	70
		2293	00	03	20
		2292	00	02	70
3	गंगाधरपुर - 63	2396	00	03	40
		2395	00	00	20
		2389	00	05	10
		2384	00	03	00
		2381	00	00	90
		2361	00	00	70
		2362	00	02	10
		2380	00	00	20
		2360	00	01	00
		2363	00	00	70

1	2	3	4	5	6
	गंगाधरपुर - 63	2359	00	00	20
	जारी.....	2358	00	01	70
		2357	00	03	00
		2355	00	02	80
		2275	00	01	70
		2274	00	00	20
		2270	00	01	90
		2269	00	01	50
		2266	00	00	20
		2265	00	01	60
		2264	00	01	50
		2258	00	00	20
		2260	00	03	60
		2259	00	04	70
		2236	00	01	90
		2237	00	00	80
		2235	00	03	30
		2234	00	01	20
		1406	00	01	40
		1385	00	00	20
		1407	00	01	30
		1408	00	01	50
		1409	00	00	20
		1401	00	01	40
		1400	00	00	40
		1402	00	00	20
		1398	00	01	50
		1397	00	01	60
		1395	00	01	30
		1393	00	00	20
		1394	00	00	50
		1374	00	03	40
		1373	00	01	00
		1372	00	03	10
		1365	00	01	80
		1364	00	00	80
		1363	00	00	70
		1357	00	05	60
		1310	00	00	50

1	2	3	4	5	6
	गंगाधरपुर — 63	3258	00	02	00
	जारी.....	3216	00	01	80
		3215	00	01	60
		3213	00	01	00
		3212	00	01	30
		3220	00	00	20
		3204	00	00	30
		3203	00	00	20
		3202	00	01	60
		3189	00	00	20
		3201	00	00	40
		3200	00	02	50
		3194	00	00	40
		3193	00	00	20
		3197	00	00	20
		3195	00	01	70
		3196	00	01	10
		2958 / 3333	00	01	70
		2957 / 3497	00	00	80
		3188	00	00	30
		2958	00	01	00
		2959	00	02	10
		3182	00	00	70
		2960 / 3498	00	00	20
		3181	00	03	00
		2963	00	02	60
		2968	00	01	30
		2967	00	01	70
		3035	00	00	70
		2980 / 3503	00	00	80
		2983	00	02	00
		2984	00	00	60
		2964	00	00	20
		2986	00	01	10
		2985	00	01	60
		2982	00	00	20
		2987 / 3514	00	00	40

1	2	3	4	5	6
	गंगाधरपुर — 63	2499	00	00	90
	जारी.....	2498	00	00	40
		2497	00	00	20
		2495	00	01	90
		2494	00	01	50
		2493	00	00	20
		2459	00	00	40
		2460	00	02	00
		2464	00	00	40
		2463	00	01	00
		2461	00	01	60
		2448 / 3430	00	00	60
		2447	00	03	40
		2437	00	00	50
		2438	00	01	40
		2436	00	01	80
		2430	00	00	40
		2432	00	02	40
		2433	00	00	20
		2426	00	01	00
		2425	00	01	70
		2423	00	00	20
		2424	00	00	20

[फा. सं. आर.-25011/2/2012-ओ.आर.-1]

पवन कुमार, अवर सचिव

New Delhi, the 18th January, 2013

S.O. 138.—Whereas, it appears to the Central Government that it is necessary in the public interest that for the transportation of Liquefied Petroleum Gas from Paradip (Odisha) to Durgapur (West Bengal) Via Haldia a pipeline should be laid in State of West Bengal by Indian Oil Corporation Limited.

And whereas, it appears to the Central Government that for the purpose of laying such pipeline, it is necessary to acquire the right of user in land under which the said pipeline is proposed to be laid and which is described in the Schedule annexed hereto;

Now, therefore, in exercise of the powers conferred by sub-section (1) of section 3 of the Petroleum and Minerals Pipelines (Acquisition of Right of User in Land) Act, 1962 (50 of 1962), the Central Government hereby declares its intention to acquire the right of user therein;

Any person interested in the land described in the said schedule may, within twenty one days from the date on which copies of the Gazette of India containing this notification are made available to the general public, object in writing to the acquisition of the right of user therein for laying of the pipeline under the land to Shri S.C.Sarkar W.B.C.S (Exe.)Retd.Competent Authority Paradip – Haldia –Durgapur LPG Pipeline & Augmentation of Paradip – Haldia –Barauni Pipeline Project, P.O,Duillya, Andul - Mouri, Mourigram.Howrah, 711-302 (West Bengal)

**SCHEDULE**

P S: CHANDITALA - I		DISTRICT : HOOGHLY	STATE : WEST BENGAL		
Sl. No.	Name of the Mouza	Khasra No. (R.S)	Area		
			Hectare	Are	Sq.mtr.
1	2	3	4	5	6
1	KRISHNARAMPUR - 59	688	00	07	00
		735	00	00	50
		687	00	04	50
		648/6455	00	02	70
		650	00	01	00
		651	00	01	70
		653	00	03	00
		652	00	00	20
		655	00	02	00
		654	00	01	10
		657	00	00	20
		657/6457	00	00	80
		660	00	04	10
		661	00	05	60
		663	00	00	20
		620	00	00	20
		662	00	00	20
		696/6881	00	02	00
		680	00	02	30
		619	00	00	80
		614	00	00	20

1	2	3	4	5	6
1	KRISHNARAMPUR-59	615	00	00	30
	(Contd...)	617/6448	00	01	30
		617	00	02	20
		616	00	01	80
		1855	00	01	60
2	MANIRAMPUR - 64	2636/4484	00	02	70
		2636	00	01	10
		2633	00	02	10
		2634	00	00	70
		2632	00	08	20
	MANIRAMPUR - 64	2586	00	00	30
	Contd...	2587	00	00	70
		2616	00	02	30
		2614	00	00	20
		2617	00	01	90
		2618	00	00	80
		2615	00	02	20
		2613	00	05	20
		2599	00	00	90
		2600	00	04	90
		2602	00	01	40
		2601	00	02	90
		2603	00	01	80
		2604	00	01	40
		2606	00	01	90
		2610	00	00	50
		2607	00	00	70
		2605	00	00	30
		2608	00	01	60
		2609/4497	00	01	00
		2609	00	04	00
		2358	00	00	20
		2357	00	01	10
		2356	00	02	40
		2355	00	01	10
		2361	00	03	20
		2347	00	07	50
		2366	00	01	50
		2345	00	00	50

1	2	3	4	5	6
	MANIRAMPUR - 64	2344	00	00	40
	Contd...	2343	00	01	70
		2342	00	03	00
		2333	00	00	90
		2332	00	00	20
		2340	00	01	70
		2334	00	01	20
		2335	00	03	20
		2339	00	00	20
		2337	00	00	20
		2326	00	00	20
		2336	00	02	00
		2319	00	00	50
		2314	00	00	20
		2318	00	02	20
		2317	00	03	40
		2316	00	00	40
		2289	00	03	50
		2290	00	00	70
		2293	00	03	20
		2292	00	02	70
3	GANGADHARPUR - 63	2396	00	03	40
		2395	00	00	20
		2389	00	05	10
		2384	00	03	00
		2381	00	00	90
		2361	00	00	70
		2362	00	02	10
		2380	00	00	20
		2360	00	01	00
		2363	00	00	70
		2359	00	00	20
		2358	00	01	70
		2357	00	03	00
		2355	00	02	80
		2275	00	01	70
		2274	00	00	20
		2270	00	01	90
		2269	00	01	50

1	2	3	4	5	6
	GANGADHARPUR - 63	2266	00	00	20
	Contd...	2265	00	01	60
		2264	00	01	50
		2258	00	00	20
		2260	00	03	60
		2259	00	04	70
		2236	00	01	90
		2237	00	00	80
		2235	00	03	30
		2234	00	01	20
		1406	00	01	40
		1385	00	00	20
		1407	00	01	30
		1408	00	01	50
		1409	00	00	20
		1401	00	01	40
		1400	00	00	40
		1402	00	00	20
		1398	00	01	50
		1397	00	01	60
		1395	00	01	30
		1393	00	00	20
		1394	00	00	50
		1374	00	03	40
		1373	00	01	00
		1372	00	03	10
		1365	00	01	80
		1364	00	00	80
		1363	00	00	70
		1357	00	05	60
		1310	00	00	50
		3258	00	02	00
		3216	00	01	80
		3215	00	01	60
		3213	00	01	00
		3212	00	01	30
		3220	00	00	20
		3204	00	00	30
		3203	00	00	20

1	2	3	4	5	6
	GANGADHARPUR - 63	3202	00	01	60
	Contd...	3189	00	00	20
		3201	00	00	40
		3200	00	02	50
		3194	00	00	40
		3193	00	00	20
		3197	00	00	20
		3195	00	01	70
		3196	00	01	10
		2958/3333	00	01	70
		2957/3497	00	00	80
		3188	00	00	30
		2958	00	01	00
		2959	00	02	10
		3182	00	00	70
		2960/3498	00	00	20
		3181	00	03	00
	६८ हाट में	2963	00	02	60
	६ (लागू) में	2968	00	01	30
	कए प्राज्ञ के	2967	00	01	70
		3035	00	00	70
	६ निराली में	2980/3503	00	00	80
	जिम्मेदार है	2983	00	02	00
	६ के प्रती	2984	00	00	60
		2964	00	00	20
		2986	00	01	10
		2985	00	01	60
		2982	00	00	20
		2987/3514	00	00	40
		2499	00	00	90
		2498	00	00	40
		2497	00	00	20
		2495	00	01	90
		2494	00	01	50
		2493	00	00	20
		2459	00	00	40
		2460	00	02	00
		2464	00	00	40
		2463	00	01	00

1	2	3	4	5	6
	GANGADHARPUR - 63	2461	00	01	60
	Contd...	2448/3430	00	00	60
		2447	00	03	40
		2437	00	00	50
		2438	00	01	40
		2436	00	01	80
		2430	00	00	40
		2432	00	02	40
		2433	00	00	20
		2426	00	01	00
		2425	00	01	70
		2423	00	00	70
		2424	00	00	20

[F.No. R-25011/2/2012-O.R.-I]

PAWAN KUMAR, Under Secy.

नई दिल्ली, 18 जनवरी, 2013

**का.आ.139.**—केन्द्रीय सरकार को लोकहित में यह आवश्यक प्रतीत होता है कि पश्चिम बंगाल राज्य में पारादीप(उड़ीसा) से दुर्गापुर (पश्चिम बंगाल) तक वाया हल्दिया एलपीजी गैस परिवहन के लिए इंडियन ऑयल कॉर्पोरेशन लिमिटेड के द्वारा एक पाइपलाइन बिछाई जानी चाहिए ;

और केन्द्रीय सरकार को ऐसी पाइपलाइन बिछाने के प्रयोजन के लिए यह आवश्यक प्रतीत होता है कि ऐसी भूमि में जो इस से उपाबद्ध अनुसूची में वर्णित है और जिसमें उक्त पाइपलाइन बिछाए जाने का प्रस्ताव है, उपयोग के अधिकार का अर्जन किया जाए ;

अतः अब, केन्द्रीय सरकार, पेट्रोलियम और खनिज पाइपलाइन्स (भूमि में उपयोग के अधिकार का अर्जन) अधिनियम, 1962 (1962 का 50) की धारा 3 की उपधारा (1) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, उस भूमि में उपयोग के अधिकार का अर्जन करने के अपने आशय की घोषणा करती है ;

कोई व्यक्ति, जो उक्त अनुसूची में वर्णित भूमि में हितवद्ध है, उस तारीख से जिसको इस अधिसूचना से युक्त भारत के राजपत्र की प्रतियाँ साधारण जनता को उपलब्ध करा दी जाती है, इक्कीस दिन के भीतर भूमि के नीचे पाइपलाइन बिछाए जाने के लिए उसमें उपयोग के अधिकार के अर्जन के सम्बन्ध में श्री एस.सी. सरकार, डब्ल्यू. बी. सी. एस. (प्रशासनिक) सेवानिवृत्त सक्षम प्राधिकारी, पारादीप – हल्दिया – दुर्गापुर एलपीजी पाइपलाइन एवम् पारादीप – हल्दिया – बरौनी पाइपलाइन ऑगमेंटेशन योजना, डाकघर दुईल्या, आन्दुल-मौरी, गौरीग्राम हावडा-711 302 (पश्चिम बंगाल) को लिखित रूप में आक्षेप भेज सकेगा।

## अनुसूची

पुलिस स्टेशन : पोलबा		जिला : हूगली	राज्य : पश्चिम बंगाल		
क्रम सं.	मौजा का नाम	खसरा सं. (आर.एस.)	क्षेत्रफल		
			हेक्टेयर	एयर	वर्ग मी.
1	2	3	4	5	6
1	मिर्जापुर - 104	12	00	05	40
		11	00	10	10
		4	00	00	20
		8	00	01	60
		9	00	13	90
		65	00	01	40
		66	00	00	20
		129	00	03	00
		128	00	00	80
		130	00	02	40
		132	00	00	20
		131	00	04	70
		133	00	06	00
		141	00	01	10
		140	00	00	20
		135	00	04	90
		137	00	05	00
2	सारापुर - 111	947	00	02	60
		984	00	05	10
		985	00	00	30
		986	00	09	60
		989	00	06	80
		990	00	06	00
		974	00	02	70
		991 / 1054	00	01	80
		992	00	00	20
		973	00	00	20
		978	00	00	20
		972	00	07	20
		971	00	02	30

1	2	3	4	5	6
	सारांपुर - 111 (जारी.....)	514	00	01	80
3	गछनान - 95	2594	00	06	20
		2597	00	00	20
		2596	00	01	00
		2595	00	03	90
		2593	00	00	20
		2615	00	09	80
		2607	00	02	70
		2612	00	00	20
		2609	00	00	70
		2608	00	01	60
		2604 / 5056	00	08	60
		2604 / 5054	00	01	10
		2606	00	06	40
		2605	00	01	10
4	गोयालयोड़ - 102	647	00	05	40
		680	00	04	40
		686	00	05	20
		683	00	00	20
		685	00	09	90
		689	00	09	00
		690	00	03	50
		979	00	07	00
		978	00	02	70
		976	00	02	40
		977	00	03	80
		978 / 1028	00	01	30
		975	00	08	60
		989	00	00	20
		996	00	00	40
		974	00	10	00
		973	00	00	90
		972	00	04	10
		971	00	04	30

1	2	3	4	5	6
	गोयालयोड़ - 102	970	00	03	80
	जारी.....	969	00	04	00
5	पोलबा - 96	282	00	03	40
		281	00	08	90
		278	00	03	50
		277	00	03	40
		283	00	00	60
		290 / 1964	00	00	60
		303	00	09	10
		360	00	02	20
		359	00	06	10
		358	00	01	50
		304	00	00	20
		354	00	04	60
		353	00	02	40
		350	00	04	60
		349	00	02	60
		324	00	03	70
		348	00	02	00
		325	00	03	50
		327	00	00	20
		344	00	00	70
		340	00	02	30
		342	00	01	70
		338	00	00	20
		341	00	02	10
		343	00	00	90
		337	00	04	90
		331	00	01	30
		332	00	02	00
		333	00	00	20
		464	00	00	20
		466	00	00	20
		465	00	06	40

1	2	3	4	5	6
	पोलबा - 96	468	00	05	60
	जारी.....	469	00	02	70
		1715	00	07	20
		1712	00	04	90
		1713	00	04	10
		1712 / 8098	00	02	20
		1711	00	02	00
		1710	00	00	30
		1704	00	03	60
		1706	00	05	40
		1705	00	01	50
		1693	00	05	60
		1703	00	03	40
		1695	00	09	90
		1451	00	04	60
		1450	00	02	50
		1449	00	01	20
		1434	00	02	50
		1447	00	03	70
		1446	00	00	20
		1456	00	00	20
		1441	00	03	50
		1444	00	00	60
		1443	00	00	50
		1442	00	01	50
		1459	00	00	20
		1440	00	06	80
		1439	00	00	50
		1466	00	03	10
		1467	00	03	80
		1464	00	00	50
		1468	00	02	60
		1469	00	02	60
		1470	00	03	30

1	2	3	4	5	6
	पोलबा — 96	1471	00	03	50
	जारी.....	1473	00	00	20
		1472	00	04	30
		1490	00	04	10
		1492	00	03	40
		1491	00	00	20
		1696	00	00	20
		1493	00	03	30
		1496	00	00	20
		1494	00	00	90
		1495	00	04	90
		1498	00	04	60
		1499	00	04	70
		1500	00	04	00
		1505	00	02	20
		1506	00	00	70
		1507	00	00	20
		1501	00	00	50
		1502	00	01	90
		1503	00	03	50
		1301	00	02	00
		1302	00	00	40
		1300	00	02	40
		1299	00	06	30
		4512	00	00	20
		4511	00	07	80
		4510	00	07	80
		4509	00	00	40
		4508	00	00	20
		4506	00	01	10
		4546	00	01	30
		4504	00	09	90
		3425	00	01	90
		3317	00	05	30

1	2	3	4	5	6
	पोलबा - 96	3315	00	01	70
	जारी.....	3314	00	01	90
		3313	00	00	20
		3312	00	06	30
		3311	00	02	50
		3306	00	02	60
		3319	00	00	20
		3309	00	01	60
		3307	00	05	70
		3308	00	04	10
		3326	00	00	20
		3328	00	03	70
		3327	00	03	40
		3329	00	00	20
		3330	00	04	80
		3397	00	01	70
		3336 / 8386	00	04	80
		3337	00	05	70
		3339	00	00	90
		3338	00	06	40
		3336	00	00	20
		3368	00	05	30
		3369	00	03	20
		3373	00	00	20
		3370	00	07	40
		3371	00	06	30
		3375	00	02	60
		3374	00	03	30
		3376	00	00	30
		3377	00	00	20
		3082	00	14	00
		3081	00	03	90
		3080	00	04	20
		3077	00	06	90

1	2	3	4	5	6
	पोलबा -- 96	3068	00	09	00
	जारी.....	3066	00	02	60
		3067	00	02	60
		3065	00	06	40
		3592	00	04	50
		3593	00	00	80
		3594	00	02	00
		3601	00	00	20
		3597	00	03	80
		3600	00	02	20
		3599	00	02	40
		3609	00	03	70
		3608	00	01	20
		3610	00	00	20
		3614	00	10	50
		3607	00	00	20
		3613	00	01	70
		2982	00	01	90
		2975	00	04	80
		2976	00	01	10
		2973	00	00	20
		2974	00	07	70
		2983	00	00	30
		2966	00	00	20
		3647	00	00	20
		2972	00	00	20
		2970	00	09	10
		3640	00	07	50
		3639	00	00	20
		3641	00	03	70
		3638	00	01	40
		3649	00	05	80
		3650	00	01	00
		3651	00	00	20

1	2	3	4	5	6
	पोलवा - 96	3653	00	06	10
	जारी...	3654	00	00	70
		3654 / 8472	00	06	90
		3652	00	00	90
		3664	00	05	60
		3663	00	03	70
		3656	00	03	10
		3658	00	00	50
		3657	00	07	70
		3842 / 8557	00	00	80
		3838 / 8654	00	03	60
		3657 / 8632	00	02	40
		3659	00	07	20
		3842 / 8554	00	00	20
		3660	00	00	20
		3824	00	10	10
		3823	00	00	20
		3822	00	01	50
		3809	00	10	20
		3805	00	00	50
		3806	00	01	70
		3808	00	12	30
		3896	00	01	80
		3899	00	05	80
		3897	00	06	80
		3898	00	04	70
		3900	00	06	30
		3892	00	00	20
		3891	00	02	00
6	भोयागाछि - 160	16	00	05	60
		15 / 1362	00	00	90
		15 / 1363	00	02	40
		14	00	04	60
		24	00	00	20

1	2	3	4	5	6
	भोयागाछि — 160	13	00	02	80
	जारी.....	12	00	09	10
		11	00	00	20
		28	00	09	50
		29	00	05	00
		32	00	05	50
		31	00	01	40
		102	00	07	40
		101	00	01	10
		103	00	00	60
		108	00	00	60
		107	00	07	40
		110	00	03	80
		111	00	01	50
		112	00	07	70
		407 / 1376	00	05	40
		406	00	03	90
		405	00	10	50
		413	00	00	20
		414	00	01	40
		415	00	06	00
		416	00	10	30
		438	00	04	60
		420	00	07	50
		421	00	20	70
		422	00	02	90
		423	00	00	20
7	मेरिया — 140	2684	00	04	30
		2685	00	05	00
		2686	00	00	20
		2688	00	00	30
		2687	00	05	20
		2699	00	01	70
		2700	00	06	20

1	2	3	4	5	6
	मेरिया - 140	2701	00	02	90
	जारी.....	2698	00	03	60
		2702	00	05	50
		2703	00	00	90
		2771	00	06	10
		2940	00	05	50
		2776	00	00	70
		2941	00	04	20
		2942	00	05	80
		2943	00	05	20
		2787	00	03	40
		2762	00	00	20
		2761	00	01	60
		2788	00	02	20
		2789	00	04	20
		2792	00	04	80
		2795	00	01	10
		2794	00	00	20
		2793	00	07	00
		2801	00	04	40
		2802	00	04	10
		2806	00	03	70
		2818	00	01	00
		2817	00	03	10
		2816	00	00	90
		2812	00	04	90
		2811	00	00	20
		2810	00	02	00
		2813	00	01	60
		2814	00	00	30
		2845	00	00	20
		2844	00	03	60
		2842	00	01	30
		2843	00	06	50

1	2	3	4	5	6
	मेरिया - 140	2847	00	01	70
	जारी.....	2841	00	08	60
		2840	00	00	30
8	धुलियारा - 149	2255	00	01	80
		2245	00	04	40
		2251	00	00	20
		2244	00	03	60
		2246	00	04	80
		2248	00	01	40
		2242	00	01	30
		2249	00	00	40
		2212	00	10	60
		2211	00	03	10
		2335	00	04	10
		2336	00	08	80
		2210	00	03	40
		2337	00	07	10
		2338	00	03	40
		2201	00	05	00
		1532	00	07	10
		1533	00	03	10
		1531	00	05	50
		1534	00	06	70
		1535	00	01	80
		1539	00	00	20
		1544	00	03	60
		1543	00	06	30
		1548	00	00	40
		1542	00	00	20
		1549	00	04	70
		1552	00	02	50
		1553	00	00	20
		1555	00	02	90
		1554	00	06	40

1	2	3	4	5	6
	धुलियारा - 149	1600	00	04	90
	जारी.....	1599	00	00	20
		1602	00	04	20
		1601	00	00	20
		1603	00	03	10
		1701	00	04	10
		1618	00	00	40
		1619	00	09	10
		1617	00	04	20
		1620	00	02	60
		1702	00	03	40
		1738	00	16	40
		1705	00	10	10
		1703	00	02	80
		1700	00	10	60
		1698	00	00	80
		1699	00	00	20
		1686	00	01	50
		1687	00	02	20
		1681	00	01	90
		1688	00	02	30
		1689	00	02	90
		1716	00	02	10
		1717	00	03	30
		1691	00	05	10
		805	00	19	20
		796	00	00	20
		806	00	03	60
		803	00	00	20
		802	00	07	00
		800	00	00	20
		801	00	04	80
		783	00	12	00
		788	00	00	20

1	2	3	4	5	6
	धुलियारा - 149	787	00	03	40
	जारी.....	786	00	03	30
		769	00	02	40
		775	00	01	20
		767	00	01	50
		770	00	04	40
		691	00	00	20
		771	00	00	20
		689	00	06	50
		690	00	00	20
		772	00	01	00
		688	00	02	60
		684	00	00	20
		685	00	06	30
		682	00	00	40
		681	00	04	00
		680	00	00	90
		679	00	01	60
		678	00	02	40
		662	00	02	00
		663	00	05	40
		664	00	05	60
		661	00	00	20
		665	00	17	30
		654	00	00	60
9	भाटुया - 158	597	00	04	40
		2490 / 597	00	00	20
		598	00	06	40
		604	00	09	20
		606	00	12	20
		605	00	01	10
		611	00	00	40
		608	00	12	60
		607	00	04	20
		644	00	01	40
		564	00	02	60
		563	00	00	40
		565	00	04	40
		566	00	05	80

1	2	3	4	5	6
	भट्टिया - 158	560	00	00	20
	जारी.....	567	00	00	20
		569	00	00	20
		498	00	06	50
		499	00	00	50
		443	00	05	90
		441	00	05	10
		442	00	00	70
		2486 / 438	00	02	50
		438	00	04	10
		437	00	04	10

[फा. सं. आर.-25011/4/2012-ओ.आर.-1]

पवन कुमार, अवर सचिव

New Delhi, the 18th January, 2013

**S.O. 139.**— Whereas, it appears to the Central Government that it is necessary in the public interest that for the transportation of Liquefied Petroleum Gas from Paradip (Odisha) to Durgapur (West Bengal) Via Haldia a pipeline should be laid in State of West Bengal by Indian Oil Corporation Limited.

And whereas, it appears to the Central Government that for the purpose of laying such pipeline, it is necessary to acquire the right of user in land under which the said pipeline is proposed to be laid and which is described in the Schedule annexed hereto:

Now, therefore, in exercise of the powers conferred by sub-section (1) of section 3 of the Petroleum and Minerals Pipelines (Acquisition of Right of User in Land) Act, 1962 (50 of 1962), the Central Government hereby declares its intention to acquire the right of user therein;

Any person interested in the land described in the said schedule may, within twenty one days from the date on which copies of the Gazette of India containing this notification are made available to the general public, object in writing to the acquisition of the right of user therein for laying of the pipeline under the land to Shri S.C.Sarkar, W.B.C.S (Exe.)Retd.Competent Authority Paradip – Haldia –Durgapur LPG Pipeline & Augmentation of Paradip – Haldia –Barauni Pipeline Project, P.O,Duillya Andul - Mouri, Mourigram,Howrah, 711-302 (West Bengal)

## SCHEDULE

P.S : POLBA		DISTRICT : HOOGHLY		STATE : WEST BENGAL			
Sl. No.	Name of the Mouza	Khasra (R.S)	Area				
			Hec.	Are	Sq.mtr.		
1	2	3	4	5	6		
1	MIRZAPUR -104	12	00	05	40		
		11	00	10	10		
		4	00	00	20		
		8	00	01	60		
		9	00	13	90		
		65	00	01	40		
		66	00	00	20		
		129	00	03	00		
		128	00	00	80		
		130	00	02	40		
		132	00	00	20		
		131	00	04	70		
		133	00	06	00		
		141	00	01	10		
		140	00	00	20		
		135	00	04	90		
		137	00	05	00		
		2	SARANPUR -111	947	00	02	60
				984	00	05	10
				985	00	00	30
986	00			09	80		
989	00			08	80		
990	00			08	00		
974	00			02	70		
991/1054	00			01	80		
992	00			00	20		
973	00			00	20		
978	00			00	20		
972	00			07	20		
971	00	02	30				

1	2	3	4	5	6
	SARANPUR -111 (Contd...)	514	00	01	80
3	PAUNAN -95	2594	00	06	20
		2597	00	00	20
		2596	00	01	00
		2595	00	03	90
		2593	00	00	20
		2615	00	09	80
		2607	00	02	70
		2612	00	00	20
		2609	00	00	70
		2608	00	01	60
		2304/5056	00	08	60
		2604/5054	00	01	10
		2606	00	06	40
		2605	00	01	10
4	GOALJOR - 102	647	00	05	40
		680	00	04	40
		686	00	05	20
		683	00	00	20
		685	00	09	90
		689	00	09	00
		690	00	03	50
		979	00	07	00
		978	00	02	70
		976	00	02	40
		977	00	03	80
		978/1028	00	01	30
		975	00	08	60
		989	00	00	20
		996	00	00	40
		974	00	10	00
		973	00	00	90
		972	00	04	10
		971	00	04	30

1	2	3	4	5	6
	GOALGORA - 102	970	00	03	80
	Contd...	969	00	04	00
5	POLBA - 96	282	00	03	40
		281	00	08	90
		278	00	03	50
		277	00	03	40
		283	00	00	60
		290/1964	00	00	60
		303	00	09	10
		360	00	02	20
		359	00	06	10
		358	00	01	50
		304	00	00	20
		354	00	04	60
		353	00	02	40
		350	00	04	60
		349	00	02	60
		324	00	03	70
		348	00	02	00
		325	00	03	50
		327	00	00	20
		344	00	00	70
		340	00	02	30
		342	00	01	70
		338	00	00	20
		341	00	02	10
		343	00	00	90
		337	00	04	90
		331	00	01	30
		332	00	02	00
		333	00	00	20
		464	00	00	20
		466	00	00	20
		465	00	06	40

1	2	3	4	5	6
	POLBA - 96	468	00	05	60
	Contd...	469	00	02	70
		1715	00	07	20
		1712	00	04	90
		1713	00	04	10
		1712/8098	00	02	20
		1711	00	02	00
		1710	00	00	30
		1704	00	03	60
		1706	00	05	40
		1705	00	01	50
		1693	00	05	60
		1703	00	03	40
		1695	00	09	90
		1451	00	04	60
		1450	00	02	50
		1449	00	01	20
		1434	00	02	50
		1447	00	03	70
		1446	00	00	20
		1458	00	00	20
		1441	00	03	50
		1444	00	00	60
		1443	00	00	50
		1442	00	01	50
		1459	00	00	20
		1440	00	06	80
		1439	00	00	50
		1466	00	03	10
		1467	00	03	80
		1464	00	00	50
		1468	00	02	60
		1469	00	02	60
		1470	00	03	30

1	2	3	4	5	6
	POLBA - 96	1471	00	03	50
	Contd...	1473	00	00	20
		1472	00	04	30
		1490	00	04	10
		1492	00	03	40
		1491	00	00	20
		1696	00	00	20
		1493	00	03	30
		1496	00	00	20
		1494	00	00	90
		1495	00	04	90
		1498	00	04	60
		1499	00	04	70
		1500	00	04	00
		1505	00	02	20
		1506	00	00	70
		1507	00	00	20
		1501	00	00	50
		1502	00	01	90
		1503	00	03	50
		1301	00	02	00
		1302	00	00	40
		1300	00	02	40
		1299	00	06	30
		4512	00	00	20
		4511	00	07	80
		4510	00	07	80
		4509	00	00	40
		4508	00	00	20
		4506	00	01	10
		4546	00	01	30
		4504	00	09	90
		3425	00	01	90
		3317	00	05	30

1	2	3	4	5	6
	POLBA - 96	3315	00	01	70
	Contd...	3314	00	01	90
		3313	00	00	20
		3312	00	06	30
		3311	00	02	50
		3306	00	02	80
		3319	00	00	20
		3309	00	01	60
		3307	00	05	70
		3308	00	04	10
		3326	00	00	20
		3328	00	03	70
		3327	00	03	40
		3329	00	00	20
		3330	00	04	80
		3397	00	01	70
		3336/8388	00	04	80
		3337	00	05	70
		3339	00	00	90
		3338	00	06	40
		3336	00	00	20
		3368	00	05	30
		3369	00	03	20
		3373	00	00	20
		3370	00	07	40
		3371	00	06	30
		3375	00	02	60
		3374	00	03	30
		3376	00	00	30
		3377	00	00	20
		3082	00	14	00
		3081	00	03	90
		3080	00	04	20
		3077	00	06	90

1	2	3	4	5	6
	POLBA - 96	3068	00	09	00
	Contd...	3066	00	02	60
		3067	00	02	60
		3065	00	06	40
		3592	00	04	50
		3593	00	00	80
		3594	00	02	00
		3601	00	00	20
		3597	00	03	80
		3600	00	02	20
		3599	00	02	40
		3609	00	03	70
		3608	00	01	20
		3610	00	00	20
		3614	00	10	50
		3607	00	00	20
		3613	00	01	70
		2982	00	01	90
		2975	00	04	80
		2976	00	01	10
		2973	00	00	20
		2974	00	07	70
		2983	00	00	30
		2966	00	00	20
		3647	00	00	20
		2972	00	00	20
		2970	00	09	10
		3640	00	07	50
		3639	00	00	20
		3641	00	03	70
		3638	00	01	40
		3649	00	05	80
		3650	00	01	00
		3651	00	00	20

1	2	3	4	5	6
	POLBA - 96	3653	00	06	10
	Contd...	3654	00	00	70
		3654/8472	00	05	90
		3652	00	00	90
		3664	00	05	60
		3663	00	03	70
		3656	00	03	10
		3658	00	00	50
		3657	00	07	70
		3842/8557	00	00	80
		3838/8654	00	03	60
		3657/8632	00	02	40
		3659	00	07	20
		3842/8554	00	00	20
		3660	00	00	20
		3824	00	10	10
		3823	00	00	20
		3822	00	01	50
		3809	00	10	20
		3805	00	00	50
		3806	00	01	70
		3808	00	12	30
		3896	00	01	80
		3899	00	05	80
		3897	00	06	80
		3896	00	04	70
		3900	00	06	30
		3892	00	00	20
		3891	00	02	00
6	BHOAGACHHI - 160	16	00	05	60
		15/1362	00	00	90
		15/1363	00	02	40
		14	00	04	60
		24	00	00	20

1	2	3	4	5	6
	BHOAGACHHI - 160	13	00	02	80
	Contd...	12	00	09	10
		11	00	00	20
		28	00	09	50
		29	00	05	00
		32	00	05	50
		31	00	01	40
		102	00	07	40
		101	00	01	10
		103	00	00	60
		108	00	00	60
		107	00	07	40
		110	00	03	80
		111	00	01	50
		112	00	07	70
		407/1376	00	05	40
		406	00	03	90
		405	00	10	50
		413	00	00	20
		414	00	01	40
		415	00	06	00
		416	00	10	30
		438	00	04	60
		420	00	07	50
		421	00	20	70
		422	00	02	90
		423	00	00	20
7	MERIA - 140	2684	00	04	30
		2685	00	05	00
		2686	00	00	20
		2688	00	00	30
		2687	00	05	20
		2699	00	01	70
		2700	00	06	20

1	2	3	4	5	6
	MERIA - 140	2701	00	02	90
	Contd...	2698	00	03	60
		2702	00	05	50
		2703	00	00	90
		2771	00	06	10
		2940	00	05	50
		2776	00	00	70
		2941	00	04	20
		2942	00	05	80
		2943	00	05	20
		2787	00	03	40
		2762	00	00	20
		2761	00	01	60
		2788	00	02	20
		2789	00	04	20
		2792	00	04	80
		2795	00	01	10
		2794	00	00	20
		2793	00	07	00
		2801	00	04	40
		2802	00	04	10
		2806	00	03	70
		2818	00	01	00
		2817	00	03	10
		2816	00	00	90
		2812	00	04	90
		2811	00	00	20
		2810	00	02	00
		2813	00	01	60
		2814	00	00	30
		2845	00	00	20
		2844	00	03	60
		2842	00	01	30
		2843	00	06	50

1	2	3	4	5	6
	MERIA - 140	2847	00	01	70
	Contd...	2841	00	08	60
		2840	00	00	30
8	DHULIARA - 149	2255	00	01	80
		2245	00	04	40
		2251	00	00	20
		2244	00	03	60
		2246	00	04	80
		2248	00	01	40
		2242	00	01	30
		2249	00	00	40
		2212	00	10	60
		2211	00	03	10
		2335	00	04	10
		2336	00	08	80
		2210	00	03	40
		2337	00	07	10
		2338	00	03	40
		2201	00	05	00
		1532	00	07	10
		1533	00	03	10
		1531	00	05	50
		1534	00	06	70
		1535	00	01	80
		1539	00	00	20
		1544	00	03	60
		1543	00	06	30
		1548	00	00	40
		1542	00	00	20
		1549	00	04	70
		1552	00	02	50
		1553	00	00	20
		1555	00	02	90
		1554	00	06	40

1	2	3	4	5	6
	DHULIARA - 149	1600	00	04	90
	Contd...	1599	00	00	20
		1602	00	04	20
		1601	00	00	20
		1603	00	03	10
		1701	00	04	10
		1618	00	00	40
		1619	00	09	10
		1617	00	04	20
		1620	00	02	60
		1702	00	03	40
		1738	00	16	40
		1705	00	10	10
		1703	00	02	80
		1700	00	10	60
		1698	00	00	80
		1699	00	00	20
		1686	00	01	50
		1687	00	02	20
		1681	00	01	90
		1688	00	02	30
		1689	00	02	90
		1716	00	02	10
		1717	00	03	30
		1691	00	05	10
		805	00	19	20
		796	00	00	20
		806	00	03	60
		803	00	00	20
		802	00	07	00
		800	00	00	20
		801	00	04	80
		783	00	12	00
		788	00	00	20

1	2	3	4	5	6
	DHULIARA - 149	787	00	03	40
	Contd...	786	00	03	30
		769	00	02	40
		775	00	01	20
		767	00	01	50
		770	00	04	40
		691	00	00	20
		771	00	00	20
		689	00	06	50
		690	00	00	20
		772	00	01	00
		688	00	02	60
		684	00	00	20
		685	00	06	30
		682	00	00	40
		681	00	04	00
		680	00	00	90
		679	00	01	60
		678	00	02	40
		662	00	02	00
		663	00	05	40
		664	00	05	60
		661	00	00	20
		665	00	17	30
		654	00	00	60
9	BHATUA - 158	597	00	04	40
		2490/597	00	00	20
		598	00	06	40
		604	00	09	20
		606	00	12	20
		605	00	01	10
		611	00	00	40
		608	00	12	60
		607	00	04	20

1	2	3	4	5	6
	BHATUA - 158	644	00	01	40
	Contd..	564	00	02	60
		563	00	00	40
		565	00	04	40
		566	00	05	80
		560	00	00	20
		567	00	00	20
		569	00	00	20
		498	00	06	50
		499	00	00	50
		443	00	05	90
		441	00	05	10
		442	00	00	70
		2486/438	00	02	50
		438	00	04	10
		437	00	04	10

[F.No. R-25011/4/2012-O.R.-I]

PAWAN KUMAR, Under Secy.

नई दिल्ली, 18 जनवरी, 2013

**क्र.आ.140.**—केन्द्रीय सरकार को लोकहित में यह आवश्यक प्रतीत होता है कि पश्चिम बंगाल राज्य में पारादीप(उड़ीसा) से दुर्गापुर (पश्चिम बंगाल) तक वाया हल्दिया एलपीजी गैस परिवहन के लिए इंडियन ऑयल कॉर्पोरेशन लिमिटेड के द्वारा एक पाइपलाइन बिछाई जानी चाहिए ;

और केन्द्रीय सरकार को ऐसी पाइपलाइन बिछाने के प्रयोजन के लिए यह आवश्यक प्रतीत होता है कि ऐसी भूमि में जो इस से उपाबद्ध अनुसूची में वर्णित है और जिसमें उक्त पाइपलाइन बिछाए जाने का प्रस्ताव है, उपयोग के अधिकार का अर्जन किया जाए ;

अतः अब, केन्द्रीय सरकार, पेट्रोलियम और खनिज पाइपलाइन्स (भूमि में उपयोग के अधिकार का अर्जन) अधिनियम, 1962 (1962 का 50) की धारा 3 की उपधारा (1) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, उस भूमि में उपयोग के अधिकार का अर्जन करने के अपने आशय की घोषणा करती है ;

कोई व्यक्ति, जो उक्त अनुसूची में वर्णित भूमि में हितबद्ध है, उस तारीख से जिसको इस अधिसूचना से युक्त भारत के राजपत्र की प्रतियाँ साधारण जनता को उपलब्ध करा दी जाती है, इक्कीस दिन के भीतर भूमि के नीचे पाइपलाइन बिछाए जाने के लिए उसमें उपयोग के अधिकार के अर्जन के सम्बन्ध में श्री एस.सी. सरकार, डब्ल्यू. बी. सी. एस. (प्रशासनिक) सेवानिवृत्त सक्षम प्राधिकारी, पारादीप — हल्दिया — दुर्गापुर एलपीजी पाइपलाइन एवम् पारादीप — हल्दिया — बरौनी पाइपलाइन ऑगमेंटेशन योजना, डाकघर दुईल्या, आन्दुल-मौरी, मौरीग्राम हावड़ा-711 302 (पश्चिम बंगाल) को लिखित रूप में आक्षेप भेज सकेगा।

## अनुसूची

पुलिस स्टेशन : धनियाखाली जिला : हुगली राज्य : पश्चिम बंगाल					
क्रम सं.	मौजा का नाम	खसरा सं. (आर.एस.)	क्षेत्रफल		
			हेक्टेयर	एयर	वर्ग मी.
1	2	3	4	5	6
1	बेलमुड़ि - 190	476	00	01	50
		477	00	07	60
		478	00	06	30
		906	00	04	30
		905	00	07	70
		904	00	00	30
		907	00	00	20
		908	00	06	10
		903	00	00	50
		909	00	01	30
		902	00	08	80
		888	00	00	20
		901	00	02	50
		889	00	08	10
		890	00	00	30
		894	00	04	10
		893	00	02	70
		892	00	05	40
		891	00	01	00
		1779	00	03	70
		1556	00	09	40
		1557	00	02	50
		1558	00	06	40
		1559	00	06	10
		1703	00	03	00
		1701	00	05	70
		1702	00	00	40
		1563	00	01	30
		1700	00	02	10
		1696	00	00	40

1	2	3	4	5	6
	बेलामुड़ि — 190	1695	00	00	20
	जारी.....	1697	00	02	00
		1698	00	01	60
		1699	00	00	90
		1575	00	01	90
		1692	00	07	00
		1691	00	12	80
		1509	00	01	20
		1610	00	05	10
		1690	00	00	20
		1640	00	01	50
		1639	00	04	70
		1611	00	00	40
		1635	00	00	60
		1642	00	01	20
		1631	00	03	90
		1529	00	02	00
		1630	00	03	70
		1637	00	03	70
		1626	00	00	20
		1627 / 1848	00	01	60
		1627	00	03	30
		1626	00	01	30
		1647	00	00	20
		1638	00	00	80
		1636	00	00	20
		1347	00	08	80
		1346	00	08	10
		1345	00	00	60
		1344	00	03	10
		1341	00	02	60
		1343	00	02	90
		1342	00	00	70
		1324	00	06	10

1	2	3	4	5	6
	बेलमुड़ि - 190	1323	00	02	80
	जारी.....	1323/1858	00	02	20
		1319	00	03	90
		1318	00	01	20
		1322	00	00	20
		1317	00	00	70
		1292	00	02	00
		1289	00	04	60
		1305	00	00	80
		1293	00	04	10
		1300	00	06	50
		1295	00	00	30
		1304	00	00	90
		1301	00	01	30
		1299	00	00	20
		1302	00	04	10
		1303	00	01	90
		1308	00	06	30
2	पुरन्दरपुर - 208	601	00	02	40
		608	00	03	00
		602	00	02	00
		606	00	01	00
		605	00	01	60
		523	00	04	90
		524	00	01	90
		524/950	00	00	20
		525	00	02	70
		527	00	01	60
		526	00	00	20
		528	00	01	40
		514	00	01	70
		513	00	02	20
		510/947	00	08	30
		487	00	01	80

1	2	3	4	5	6
	पुरन्दरपुर — 208	488	00	02	70
	जारी.....	486	00	00	20
		492	00	02	40
		491	00	01	10
		499	00	00	20
		497	00	00	20
		498	00	01	40
		496	00	03	30
		501	00	02	10
		502	00	01	40
		473	00	00	30
		322	00	05	00
		299	00	01	00
		300	00	02	80
		305	00	00	20
		301	00	03	80
		302	00	03	30
		303	00	00	90
		275	00	03	70
		274	00	00	50
		276	00	03	50
		273	00	00	20
		269	00	04	90
		272	00	00	20
		271	00	00	20
		210	00	00	60
		209	00	01	00
		212	00	03	90
		208	00	01	10
		207	00	01	30
		949	00	01	70
		216	00	02	30
		217	00	02	80
		706	00	02	20

1	2	3	4	5	6
	पुरन्दरपुर — 208	705	00	00	70
	जारी.....	704	00	00	20
3	बागनान — 199	1569	00	00	20
		1570	00	02	20
		1571	00	01	60
		1573	00	02	10
		1572	00	00	20
		1560	00	06	10
		1558	00	05	90
		1559	00	00	20
		1555	00	00	20
		1553	00	01	00
		1554	00	01	60
		1508	00	02	40
		1552	00	00	20
		1507	00	00	20
		1509	00	03	00
		1510	00	02	40
		1511	00	00	40
		1444	00	02	40
		1512	00	01	20
		1443	00	09	20
		1380	00	06	00
		1367	00	03	80
		1387	00	00	20
		1388	00	06	40
		1305	00	00	50
		1259	00	02	50
		1260	00	01	80
		1765	00	00	20
		1261	00	00	70
		1263	00	03	00
		1264	00	01	90
		1233	00	00	20

1	2	3	4	5	6
	बागनाम - 199	1202	00	07	60
	जारी.....	1203	00	00	30
		1024 / 1706	00	03	70
		1199	00	01	70
		1054 / 1723	00	00	70
		1269 / 1760	00	01	20
		1054 / 1722	00	01	10
		1054 / 1721	00	00	50
		1199 / 1717	00	00	40
		1200	00	03	10
		1196	00	00	70
		1195	00	01	70
		1024 / 1708	00	04	60
		1049	00	01	40
		1025	00	01	50
		1031	00	00	20
		1030	00	03	00
		1034	00	02	80
		1035	00	00	20
		1011 / 1682	00	01	70
		1011	00	01	30
		1010	00	03	50
		1009	00	02	40
		1007	00	00	70
		1008	00	02	80
		1007 / 1690	00	01	70
		1194	00	01	60
		1192	00	02	30
		1193	00	00	70
		1191	00	01	70
		1190	00	00	30
		1050	00	00	20
		1051	00	00	20
		1049	00	07	00

1	2	3	4	5	6
	बागनान — 199	1048	00	01	60
	जारी.....	1026 / 1757	00	00	20
		1032	00	02	00
		1045	00	02	10
		1046	00	01	90
		1047	00	09	00
		1064	00	00	20
		1065	00	05	70
		1069	00	02	70
		1068	00	00	20
		1070	00	03	50
		1071 / 1694	00	00	60
		1071 / 1692	00	01	10
		1081	00	06	00
		1080	00	00	20
		1084	00	10	30
		1085	00	00	40
		1086	00	05	50
		1087	00	00	20
4	रुद्राणी — 189	218	00	01	60
		219	00	01	10
		221	00	00	70
		220	00	00	20
		222	00	00	20
		261	00	00	60
		262	00	01	20
		263	00	03	70
		280	00	02	90
		281	00	01	20
		253	00	00	60
		252	00	05	30
		292	00	00	20
		293	00	04	20
		284	00	02	40

1	2	3	4	5	6
	रुद्राणी - 189	299	00	03	70
	जारी.....	335	00	03	50
		334	00	00	80
		333	00	00	20
		337	00	03	10
		331	00	02	30
		332	00	02	00
		330	00	05	00
		314	00	06	10
		312	00	00	40
		313	00	05	70
		311	00	00	90
		311 / 425	00	04	70
		386	00	00	50
		175	00	24	00
		110	00	08	30
		111	00	00	20
		622	00	00	20
		627	00	00	60
		630	00	01	90
		631	00	00	80
		629	00	00	20
		632	00	00	50
		633	00	02	60
		635	00	01	10
		640	00	02	30
		639	00	01	60
		717 / 1868	00	00	20
		1861	00	01	50
		1092 / 1870	00	00	90
		1094 / 1860	00	02	30
		1088	00	02	80
		1092	00	04	30
		1067	00	03	00

1	2	3	4	5	6
	रुद्राणी - 189	1068	00	03	40
	जारी.....	1040	00	01	30
		1050	00	02	90
		1048	00	00	60
		1051	00	03	00
		1052	00	02	50
		1044	00	00	40
		1043	00	03	70
		1040	00	03	30
		1034	00	00	20
		1039	00	00	20
		1038	00	02	50
		1036	00	00	20
		1035	00	00	20
		1018	00	05	00
		1019	00	00	20
		1019 / 1805	00	01	00
		1017	00	00	70
		1011	00	01	00
		1245	00	05	10
		1010	00	00	20
		1246	00	02	40
		1247	00	00	20
		1258	00	02	00
		1256	00	03	10
		1255	00	03	60
		1254	00	03	10
5	उत्तर मोगलपुर - 180	580	00	15	00
		581 / 697	00	04	80
		700	00	03	00
		579	00	04	40
		571	00	00	40
		585	00	07	30
		585 / 698	00	03	60

1	2	3	4	5	6
	उत्तर मोगलपुर - 180	587	00	00	20
	जारी.....	539	00	03	10
		591	00	02	20
		592	00	00	20
		538	00	02	80
		535	00	06	20
		536	00	02	00
		532	00	00	20
		527	00	01	70
		529	00	00	20
		528	00	00	50
		172	00	02	30
		171	00	01	70
		170	00	02	40
		669	00	01	10
		118/668	00	01	30
		118	00	01	80
		123	00	00	20
		119	00	02	80
		114	00	01	00
		120	00	00	20
		88	00	01	70
		89	00	02	90
		90	00	00	20
		82	00	06	30
		81	00	00	20
		80	00	03	30
		71	00	01	70
		72	00	02	70
		79	00	00	20
		73	00	02	20
		8	00	03	10
		7	00	01	10
		6	00	02	10

1	2	3	4	5	6
	उत्तर मोगलपुर — 180	5	00	01	40
	जारी.....	2	00	00	20
		3	00	01	70
		4	00	00	50
6	बड़खौपुर — 181	818	00	00	50
		817	00	00	80
		816	00	01	10
		815	00	00	20
		700	00	02	90
		701	00	00	50
		809	00	04	80
		702	00	00	50
		808	00	01	60
		705	00	04	30
		707	00	03	70
		710	00	00	20
		709	00	04	60
		714	00	00	30
		728	00	03	50
		725	00	05	30
		724	00	02	10
		723	00	02	20
		722	00	02	10
		511	00	06	40
		512	00	01	90
		513	00	01	30
		485	00	04	10
		482	00	03	50
		494	00	00	20
		483	00	01	60
		481	00	02	00
		477	00	02	60
		478	00	00	20
		476	00	02	30

1	2	3	4	5	6
	बड़खौपुर - 161	475	00	02	20
	जारी.....	473	00	03	90
		474	00	00	20
		472	00	02	90
		471	00	00	20
		466	00	02	80
		468	00	00	20
		467	00	06	10
		53	00	01	50
		66	00	01	50
		54	00	04	70
		63	00	00	20
		55	00	04	00
		56	00	02	10
		57	00	02	20
		58	00	05	30
7	वाथानगड़िया - 159	371	00	01	30
		372	00	09	30
		361	00	00	90
		379	00	03	00
		553	00	00	20
		378	00	04	40
		589	00	00	90
		384	00	06	50
		388	00	00	20
		387	00	03	70
		390	00	02	20
		389	00	00	30
		274	00	02	90
		249	00	00	20
		242 / 578	00	00	90
		242	00	01	00
		242 / 577	00	01	00
		243	00	02	90

1	2	3	4	5	6
	वाथानगड़िया - 159	245	00	02	70
	जारी.....	234	00	06	60
		209	00	06	40
		207	00	01	80
		203	00	01	00
		204	00	04	50
		205	00	03	80
		58	00	04	40
		62	00	02	30
		64	00	01	90
		66 / 597	00	02	00
		233 / 607	00	07	10
		73	00	01	10
		72 / 596	00	01	80
		76	00	00	20
		91	00	02	40
		89	00	02	60
		90	00	01	60
		92 / 614	00	02	80
		92	00	02	90
		102	00	05	90
		120	00	04	10
		103	00	00	20
		117	00	04	50
		118	00	00	20
		116	00	01	70
		115	00	01	30
		106	00	00	70
		105	00	01	80
		104	00	06	90
8	चेड़ाग्राम - 158	2915 / 3542	00	05	70
		2488	00	00	20
		2914	00	06	80
		2907	00	00	20

1	2	3	4	5	6
	चेड़ाग्राम — 158	2908	00	03	10
	जारी.....	2491	00	05	60
		2543	00	05	00
		2545	00	00	20
		2546	00	05	20
		2547	00	06	40
		2548	00	03	40
		2626	00	00	80
		2832	00	01	20
		2830	00	00	20
		2827	00	00	20
		2831	00	01	20
		2829	00	00	30
		2828	00	00	20
		2825	00	01	40
		2826	00	02	00
		2692	00	00	70
		2700	00	05	30
		2701	00	00	50
		2702	00	08	40
		2780	00	01	40
		2703	00	00	20
		2779	00	00	60
		2777	00	03	60
		2770	00	00	20
		2778 / 3556	00	00	20
		2761 / 3555	00	01	30
		2761	00	03	40
		2744	00	00	40
		2745	00	01	80
		2746	00	00	20
		2747	00	01	50
		2748	00	00	30
		2749	00	01	70

1	2	3	4	5	6
	चेडाग्राम — 158	2750	00	00	20
	जारी.....	2742	00	02	30
		2737	00	02	00
		2740	00	00	20
		2739	00	01	50
		2738	00	02	10
		1992	00	00	20
		1125	00	01	80
		1124	00	00	20
		1123	00	03	10
		1122	00	00	60
		1120	00	00	20
		1121 / 2984	00	01	10
		1121	00	01	80
		1121 / 2983	00	01	70
		2982	00	00	20
		1113	00	00	40
		1114	00	00	20
		1112	00	01	60
		1114 / 2980	00	01	60
		1115	00	04	10
		1108	00	01	30
		1107	00	00	20
		1106	00	02	50
		1104	00	00	60
		1101	00	00	40
		1105	00	04	70
		702	00	00	20
		703	00	00	70
		738	00	05	70
		736 / 3654	00	01	00
		739 / 3024	00	00	30
		737 / 3023	00	00	80
		3022	00	08	20

1	2	3	4	5	6
	चेड़ाग्राम — 158	3029	00	02	80
	जारी.....	3032	00	02	80
		3031	00	02	10
		732	00	06	30
		731	00	01	40
		750	00	00	20
		1164	00	01	30
		755	00	05	50
		756	00	04	60
		757	00	03	90
		758	00	06	80
		761	00	05	10
		888	00	00	20
		1132	00	03	10
		762	00	00	20
		763	00	00	20
		764	00	00	20
		765	00	10	00
		473	00	03	60
		472	00	04	90
		471	00	03	40
		777	00	01	10
		778	00	01	90
		779	00	00	20
		780	00	02	60
		781	00	02	10
		783	00	02	40
		785	00	02	00
		787	00	00	40
		796	00	03	30
		795	00	01	70
		797	00	01	30
		794 / 3821	00	00	40
		798	00	07	80

1	2	3	4	5	6
	चेड़ाग्राम — 158	810	00	00	20
	जारी.....	1156	00	05	10
		802	00	01	60
		803	00	04	70
		804	00	07	80
9	बालिदह — 125	842/1038	00	02	90
		971	00	00	40
		970	00	05	80
		968	00	02	20
		972/1049	00	00	50
		973	00	00	50
		968/1035	00	00	20
		716/0	00	00	50
		966	00	03	60
		967	00	01	70
		795	00	01	40
		796	00	03	50
		800	00	06	40
		801	00	04	10
		802	00	01	60
		802/1026	00	03	10
		810	00	01	70
		809	00	00	20
		811	00	01	50
		812	00	04	30
		713	00	02	70
		714	00	03	80
		711	00	00	20
		710	00	03	00
		709	00	00	40
		708	00	01	80
		707	00	01	80
		706	00	01	30
		370	00	02	20

1	2	3	4	5	6
	बालिदह - 125	369	00	00	20
	जारी.....	368	00	03	70
		367	00	02	10
		364	00	01	00
		365	00	04	90
		366	00	03	30
10	गुड़ाप - 126	4388	00	08	10
		4389	00	01	30
		4387	00	00	20
		4781	00	01	60
		4390	00	01	90
		4480	00	00	20
		4782	00	00	40
		4391	00	06	10
		4383	00	01	20
		4362	00	00	20
		4376	00	01	80
		4375	00	00	80
		4776	00	00	30
		4777	00	01	00
		4377	00	00	30
		4374	00	03	10
		4366	00	06	40
		4368	00	01	80
		4367	00	04	10
		4311	00	04	00
		4310	00	00	20
		4309	00	03	60
		4308	00	00	20
		4305	00	01	10
		4176	00	00	20
		3294	00	05	00
		3293	00	03	80
		3269	00	00	20

1	2	3	4	5	6
	गुड़ाप — 126	3270	00	00	80
	जारी.....	3291	00	02	40
		3292	00	02	20
		3289	00	05	60
		3288	00	02	00
		3287	00	01	90
		3188	00	03	00
		3189	00	00	20
		3187	00	04	00
		3184	00	02	90
		3185	00	00	30
		2239	00	01	50
		3015	00	01	40
		3016	00	01	70
		3017	00	00	20
		3012	00	02	20
		3011	00	02	10
		3010	00	02	10
		3009	00	01	00
		3008	00	01	20
		3006	00	02	70
		2995	00	02	70
		2990	00	02	60
		2975	00	04	10
		2974	00	03	90
		2977	00	00	20
		2965	00	01	30
		2964	00	00	20
		2963	00	03	10
		2961	00	03	30
		2950	00	02	00
		2949	00	01	90
		2948	00	00	20
		2937	00	02	20

1	2	3	4	5	6
	गुड़ाप - 126	3316	00	01	20
	जारी.....	2936	00	00	20
		2945	00	04	40
		2746	00	03	60
		2747	00	06	90
		2748	00	00	50
		2749	00	07	30
		2750	00	01	20
		2752	00	00	40
		2753	00	00	70
		2756	00	04	00
		2755	00	00	80
		2758	00	01	60
		2759	00	03	90
		2760	00	00	20
		2859	00	03	50
		2489	00	01	20
		2857	00	00	20
		2860	00	05	20
		2862	00	00	20
		2869	00	00	40
		2867	00	02	10
		2868	00	02	90
		2866	00	00	20
		2871	00	02	80
		2872	00	00	40
		2873	00	05	70
		2874	00	05	50
		2875	00	02	60
		2833	00	03	30
		361	00	07	60
		360	00	01	20
		362	00	02	60
		359	00	02	60

1	2	3	4	5	6
	गुड़ाप — 126	368	00	12	50
	जारी.....	364	00	00	20
		369	00	01	20
		347	00	02	00
		346	00	03	10
		342	00	03	70
		341	00	00	40
		343	00	00	40
		340	00	02	30
		339	00	01	80
		338	00	00	20
		337	00	04	70
		336	00	00	20
		307	00	01	20
		319	00	02	60
		317	00	00	70
		318	00	02	10
		320	00	00	70
		328	00	07	30
		321	00	00	30
		949	00	02	60
		952	00	01	60
		951	00	04	60
		950	00	00	20
		955	00	06	00
		956	00	03	00
		1046	00	00	60
		960	00	00	20
		961	00	04	30
		962 / 1121	00	00	20
		962	00	04	60
		677	00	00	20
		669	00	01	90
		672	00	01	40

1	2	3	4	5	6
	साटिदह — 132	670	00	00	60
	जारी.....	647	00	01	10
		646	00	01	10
		649	00	02	30
		645	00	00	40
		640	00	01	10
		639	00	01	60
		641	00	00	20
		637	00	02	50
		634	00	00	20
		634 / 1151	00	00	20
		638 / 1083	00	00	20
		635	00	03	10
		636	00	00	20
		630	00	03	30
		560	00	02	60
		604	00	00	20
		603	00	01	20
		602	00	02	40
		601	00	01	00
		599	00	00	70
		600	00	02	50
		591	00	02	80
		592	00	04	20
		587	00	00	20
		305	00	00	50
		306	00	01	70
		307	00	02	30
		308	00	01	80
		309	00	11	00
		326	00	03	00
		327	00	00	70
		328	00	00	20
		324	00	13	40

1	2	3	4	5	6
	साटिदह -- 132	325	00	00	40
	जारी.....	322	00	00	20
		331	00	05	30
		330	00	14	30
		119	00	00	20
		118	00	00	70
		333	00	12	00
		334	00	02	10
		335	00	01	00
		336	00	03	40
		63	00	00	40
		61	00	08	10
		337	00	01	90
		338	00	03	70
		344	00	07	50
		345	00	06	70
		347	00	02	90
		346	00	00	40
		348	00	01	30
		349	00	00	20
		349 / 1095	00	02	70
		351	00	02	20
		350	00	01	20
		354	00	02	70
		355	00	05	90
		6	00	00	50

[फा. सं. आर-25011/6/2012-ओ.आर.-I]

पवन कुमार, अवर सचिव

New Delhi, the 18th January, 2013

**S.O. 140.—**Whereas, it appears to the Central Government that it is necessary in the public interest that for the transportation of Liquefied Petroleum Gas from Paradip (Odisha) to Durgapur (West Bengal) Via Haldia a pipeline should be laid in State of West Bengal by Indian Oil Corporation Limited.

And whereas, it appears to the Central Government that for the purpose of laying such pipeline, it is necessary to acquire the right of user in land under which the said pipeline is proposed to be laid and which is described in the Schedule annexed hereto;

Now, therefore, in exercise of the powers conferred by sub-section (1) of section 3 of the Petroleum and Minerals Pipelines (Acquisition of Right of User in Land) Act, 1962 (50 of 1962), the Central Government hereby declares its intention to acquire the right of user therein;

Any person interested in the land described in the said schedule may, within twenty one days from the date on which copies of the Gazette of India containing this notification are made available to the general public, object in writing to the acquisition of the right of user therein for laying of the pipeline under the land to Shri S.C.Sarkar, W.B.C.S (Exe.)Retd.Competent Authority Paradip – Haldia –Durgapur LPG Pipeline & Augmentation of Paradip – Haldia –Barauni Pipeline Project, P.O,Duillya, Andul - Mouri, Mourigram,Howrah, 711-302 (West Bengal)

## SCHEDULE

P.S : DHANIAKHALI DISTRICT : HOOGHLY STATE : WEST BENGAL					
Sl. No.	Name of the Mouza	Khasra No. (R.S.)	Area		
			Hectare	Are	Sq.mtr.
1	2	3	4	5	6
1	BELMURI - 190	476	00	01	50
		477	00	07	60
		478	00	06	30
		906	00	04	30
		905	00	07	70
		904	00	00	30
		907	00	00	20
		908	00	06	10
		903	00	00	50
		909	00	01	30
		902	00	08	80
		888	00	00	20
		901	00	02	50
		889	00	08	10
		890	00	00	30
		894	00	04	10
		893	00	02	70
		892	00	05	40
		891	00	01	00
		1779	00	03	70
		1556	00	09	40
		1557	00	02	50
		1558	00	06	40
		1569	00	08	10
		1703	00	03	00
		1701	00	05	70
		1702	00	00	40
		1563	00	01	30
		1700	00	02	10
		1696	00	00	40

1	2	3	4	5	6
	BELMURI - 190	1695	00	00	20
	Contd...	1697	00	02	00
		1698	00	01	60
		1699	00	00	90
		1575	00	01	90
		1692	00	07	00
		1691	00	12	80
		1609	00	01	20
		1610	00	05	10
		1690	00	00	20
		1640	00	01	30
		1639	00	04	70
		1611	00	00	40
		1635	00	00	60
		1642	00	01	20
		1631	00	03	90
		1629	00	02	00
		1630	00	03	70
		1637	00	03	70
		1628	00	00	20
		1627/1848	00	01	60
		1627	00	03	30
		1626	00	01	30
		1647	00	00	20
		1638	00	00	80
		1636	00	00	20
		1347	00	08	80
		1346	00	08	10
		1345	00	00	60
		1344	00	03	10
		1341	00	02	60
		1343	00	02	90
		1342	00	00	70
		1324	00	06	10

1	2	3	4	5	6
	BELMURI - 190	1323	00	02	80
	Contd...	1323/1858	00	02	20
		1319	00	03	90
		1318	00	01	20
		1322	00	00	20
		1317	00	00	70
		1292	00	02	00
		1289	00	04	60
		1305	00	00	80
		1293	00	04	10
		1300	00	06	50
		1295	00	00	30
		1304	00	00	90
		1301	00	01	30
		1299	00	00	20
		1302	00	04	10
		1303	00	01	90
		1308	00	06	30
2	PURANDARPUR - 208	601	00	02	40
		608	00	03	00
		602	00	02	00
		606	00	01	00
		605	00	01	60
		523	00	04	90
		524	00	01	90
		524/950	00	00	20
		525	00	02	70
		527	00	01	60
		526	00	00	20
		528	00	01	40
		514	00	01	70
		513	00	02	20
		510/947	00	08	30
		487	00	01	80

1	2	3	4	5	6
	PURANDARPUR - 208	488	00	02	70
	Contd...	486	00	00	20
		492	00	02	40
		491	00	01	10
		499	00	00	20
		497	00	00	20
		498	00	01	40
		496	00	03	30
		501	00	02	10
		502	00	01	40
		473	00	00	30
		322	00	05	00
		299	00	01	00
		300	00	02	80
		305	00	00	20
		301	00	03	80
		302	00	03	30
		303	00	00	90
		275	00	03	70
		274	00	00	50
		276	00	03	50
		273	00	00	20
		269	00	04	90
		272	00	00	20
		271	00	00	20
		210	00	00	60
		209	00	01	00
		212	00	03	90
		208	00	01	10
		207	00	01	30
		949	00	01	70
		216	00	02	30
		217	00	02	80
		706	00	02	20

1	2	3	4	5	6
	PURANDARPUR - 208	705	00	00	70
	Contd...	704	00	00	20
3	BAGNAN - 199	1569	00	00	20
		1570	00	02	20
		1571	00	01	60
		1573	00	02	10
		1572	00	00	20
		1560	00	06	10
		1558	00	05	90
		1559	00	00	20
		1555	00	00	20
		1553	00	01	00
		1554	00	01	60
		1508	00	02	40
		1552	00	00	20
		1507	00	00	20
		1509	00	03	00
		1510	00	02	40
		1511	00	00	40
		1444	00	02	40
		1512	00	01	20
		1443	00	09	20
		1380	00	06	00
		1367	00	03	80
		1387	00	00	20
		1388	00	06	40
		1305	00	00	50
		1259	00	02	50
		1260	00	01	80
		1765	00	00	20
		1261	00	00	70
		1263	00	03	00
		1264	00	01	90
		1233	00	00	20

1	2	3	4	5	6
	BAGNAN -199	1202	00	07	60
	Contd...	1203	00	00	30
		1024/1706	00	03	70
		1199	00	01	70
		1054/1723	00	00	70
		1269/1760	00	01	20
		1054/1722	00	01	10
		1054/1721	00	00	50
		1199/1717	00	00	40
		1200	00	03	10
		1196	00	00	70
		1195	00	01	70
		1024/1708	00	04	60
		1049	00	01	40
		1025	00	01	50
		1031	00	00	20
		1030	00	03	00
		1034	00	02	80
		1035	00	00	20
		1011/1682	00	01	70
		1011	00	01	30
		1010	00	03	50
		1009	00	02	40
		1007	00	00	70
		1008	00	02	80
		1007/1690	00	01	70
		1194	00	01	60
		1192	00	02	30
		1193	00	00	70
		1191	00	01	70
		1190	00	00	30
		1050	00	00	20
		1051	00	00	20
		1049	00	07	00

1	2	3	4	5	6
	BAGNAN -199	1048	00	01	60
	Contd...	1026/1757	00	00	20
		1032	00	02	00
		1045	00	02	10
		1046	00	01	90
		1047	00	09	00
		1064	00	00	20
		1065	00	05	70
		1069	00	02	70
		1068	00	00	20
		1070	00	03	50
		1071/1694	00	00	60
		1071/1692	00	01	10
		1081	00	06	00
		1080	00	00	20
		1084	00	10	30
		1085	00	00	40
		1086	00	05	50
		1087	00	00	20
4	RUDRANI -189	218	00	01	60
		219	00	01	10
		221	00	00	70
		220	00	00	20
		222	00	00	20
		261	00	00	60
		262	00	01	20
		263	00	03	70
		280	00	02	90
		281	00	01	20
		253	00	00	60
		252	00	05	30
		292	00	00	20
		293	00	04	20
		294	00	02	40

1	2	3	4	5	6
	RUDRANI -189	299	00	03	70
	Contd...	335	00	03	50
		334	00	00	80
		333	00	00	20
		337	00	03	10
		331	00	02	30
		332	00	02	00
		330	00	05	00
		314	00	06	10
		312	00	00	40
		313	00	05	70
		311	00	00	90
		311/425	00	04	70
		386	00	00	50
		175	00	24	00
		130	00	08	30
		11	00	00	20
		622	00	00	20
		627	00	00	60
		630	00	01	90
		631	00	00	80
		629	00	00	20
		632	00	00	50
		633	00	02	60
		635	00	01	10
		640	00	02	30
		639	00	01	60
		717/1868	00	00	20
		1861	00	01	50
		1092/1870	00	00	90
		1094/1860	00	02	30
		1088	00	02	80
		1092	00	04	30
		1067	00	03	00

1	2	3	4	5	6
	RUDRANI -189	1068	00	03	40
	Contd...	1049	00	01	30
		1050	00	02	80
		1048	00	00	60
		1051	00	03	00
		1052	00	02	50
		1044	00	00	40
		1043	00	03	70
		1040	00	03	30
		1034	00	00	20
		1039	00	00	20
		1038	00	02	50
		1036	00	00	20
		1035	00	00	20
		1018	00	05	00
		1019	00	00	20
		1019/1805	00	01	00
		1017	00	00	70
		1011	00	01	00
		1245	00	05	10
		1010	00	00	20
		1246	00	02	40
		1247	00	00	20
		1258	00	02	00
		1256	00	03	10
		1255	00	03	60
		1254	00	03	10
5	UTTAR MOGALPUR -180	580	00	15	00
		581/697	00	04	80
		700	00	03	00
		579	00	04	40
		571	00	00	40
		585	00	07	30
		585/698	00	03	60

1	2	3	4	5	6
	UTTAR MOGALPUR -180	587	00	00	20
	Contd...	539	00	03	10
		591	00	02	20
		592	00	00	20
		538	00	02	80
		535	00	06	20
		536	00	02	00
		532	00	00	20
		527	00	01	70
		529	00	00	20
		528	00	00	50
		172	00	02	30
		171	00	01	70
		170	00	02	40
		669	00	01	10
		118/668	00	01	30
		118	00	01	80
		123	00	00	20
		119	00	02	80
		114	00	01	00
		120	00	00	20
		88	00	01	70
		89	00	02	90
		90	00	00	20
		82	00	06	30
		81	00	00	20
		80	00	03	30
		71	00	01	70
		72	00	02	70
		79	00	00	20
		73	00	02	20
		8	00	03	10
		7	00	01	10
		6	00	02	10

1	2	3	4	5	6
	UTTAR MOGALPUR -180	5	00	01	40
	Contd...	2	00	00	20
		3	00	01	70
		4	00	00	50
6	BARA KHANPUR -161	818	00	00	50
		817	00	00	80
		816	00	01	10
		815	00	00	20
		700	00	02	90
		701	00	00	50
		809	00	04	80
		702	00	00	50
		808	00	01	60
		705	00	04	30
		707	00	03	70
		710	00	00	20
		709	00	04	60
		714	00	00	30
		726	00	03	50
		725	00	05	30
		724	00	02	10
		723	00	02	20
		722	00	02	10
		511	00	06	40
		512	00	01	90
		513	00	01	30
		495	00	04	10
		492	00	03	50
		494	00	00	20
		493	00	01	60
		481	00	02	00
		477	00	02	60
		478	00	00	20
		476	00	02	30

1	2	3	4	5	6
	BARA KHANPUR -161	475	00	02	20
	Contd...	473	00	03	90
		474	00	00	20
		472	00	02	90
		471	00	00	20
		466	00	02	80
		468	00	00	20
		467	00	06	10
		53	00	01	50
		66	00	01	50
		54	00	04	70
		63	00	00	20
		55	00	04	00
		56	00	02	10
		57	00	02	20
		58	00	05	30
7	BATHANGARIA -159	371	00	01	30
		372	00	09	30
		361	00	00	90
		379	00	03	00
		553	00	00	20
		378	00	04	40
		589	00	00	90
		384	00	06	50
		388	00	00	20
		387	00	03	70
		390	00	02	20
		389	00	00	30
		274	00	02	90
		249	00	00	20
		242/578	00	00	90
		242	00	01	00
		242/577	00	01	00
		243	00	02	90

1	2	3	4	5	6
	BATHANGARIA -159	245	00	02	70
	Contd...	234	00	06	60
		209	00	06	40
		207	00	01	80
		203	00	01	00
		204	00	04	50
		205	00	03	80
		58	00	04	40
		62	00	02	30
		64	00	01	90
		66/597	00	02	00
		233/607	00	07	10
		73	00	01	10
		72/596	00	01	80
		76	00	00	20
		91	00	02	40
		89	00	02	60
		90	00	01	60
		92/614	00	02	80
		92	00	02	90
		102	00	05	90
		120	00	04	10
		103	00	00	20
		117	00	04	50
		118	00	00	20
		116	00	01	70
		115	00	01	30
		106	00	00	70
		105	00	01	80
		104	00	06	90
8	CHERAGRAM -158	2915/3542	00	05	70
		2488	00	00	20
		2914	00	06	80
		2907	00	00	20

1	2	3	4	5	6
	CHERAGRAM -158	2908	00	03	10
	Contd..	2491	00	05	60
		2543	00	05	06
		2545	00	00	20
		2546	00	05	20
		2547	00	06	40
		2548	00	03	40
		2626	00	00	80
		2832	00	01	20
		2830	00	00	20
		2827	00	00	20
		2831	00	01	20
		2829	00	00	30
		2828	00	00	20
		2825	00	01	40
		2826	00	02	00
		2692	00	00	70
		2700	00	05	30
		2701	00	00	50
		2702	00	08	40
		2780	00	01	40
		2703	00	00	20
		2779	00	00	60
		2777	00	03	60
		2770	00	00	20
		2778/3556	00	00	20
		2761/3555	00	01	30
		2761	00	03	40
		2744	00	00	40
		2745	00	01	80
		2746	00	00	20
		2747	00	01	50
		2748	00	00	30
		2749	00	01	70

1	2	3	4	5	6
	CHERAGRAM -158	2750	00	00	20
	Contd...	2742	00	02	30
		2737	00	02	00
		2740	00	00	20
		2739	00	01	50
		2738	00	02	10
		1992	00	00	20
		1125	00	01	80
		1124	00	00	20
		1123	00	03	10
		1122	00	00	60
		1120	00	00	20
		1121/2984	00	01	10
		1121	00	01	80
		1121/2983	00	01	70
		2982	00	00	20
		1113	00	00	40
		1114	00	00	20
		1112	00	01	60
		1114/2980	00	01	60
		1115	00	04	10
		1108	00	01	30
		1107	00	00	20
		1106	00	02	50
		1104	00	00	60
		1101	00	00	40
		1105	00	04	70
		702	00	00	20
		703	00	00	70
		738	00	05	70
		736/3654	00	01	00
		739/3024	00	00	30
		737/3023	00	00	80
		3022	00	08	20

1	2	3	4	5	6
	CHERAGRAM -158	3029	00	02	80
	Contd...	3032	00	02	80
		3031	00	02	10
		732	00	06	30
		731	00	01	40
		750	00	00	20
		1164	00	01	30
		755	00	05	50
		756	00	04	60
		757	00	03	90
		758	00	06	80
		761	00	05	10
		888	00	00	20
		1132	00	03	10
		762	00	00	20
		763	00	00	20
		764	00	00	20
		765	00	10	00
		473	00	03	60
		472	00	04	90
		471	00	03	40
		777	00	01	10
		778	00	01	90
		779	00	00	20
		780	00	02	60
		781	00	02	10
		783	00	02	40
		785	00	02	00
		787	00	00	40
		796	00	03	30
		795	00	01	70
		797	00	01	30
		794/3821	00	00	40
		798	00	07	80

1	2	3	4	5	6
	CHERAGRAM -158	810	00	00	20
	Contd...	1156	00	05	10
		802	00	01	60
		803	00	04	70
		804	00	07	80
9	BALIDAHA -125	842/1038	00	02	90
		971	00	00	40
		970	00	05	80
		968	00	02	20
		972/1049	00	00	50
		973	00	00	50
		968/1035	00	00	20
		716/0	00	00	50
		966	00	03	60
		967	00	01	70
		795	00	01	40
		796	00	03	50
		800	00	06	40
		801	00	04	10
		802	00	01	60
		802/1026	00	03	10
		810	00	01	70
		809	00	00	20
		811	00	01	50
		812	00	04	30
		713	00	02	70
		714	00	03	80
		711	00	00	20
		710	00	03	00
		709	00	00	40
		708	00	01	80
		707	00	01	80
		706	00	01	30
		370	00	02	20

1	2	3	4	5	6
	BALIDAHA -125	369	00	00	20
	Contd...	368	00	03	70
		367	00	02	10
		364	00	01	00
		365	00	04	90
		366	00	03	30
10	GURAP -126	4388	00	08	10
		4389	00	01	30
		4387	00	00	20
		4781	00	01	60
		4390	00	01	90
		4480	00	00	20
		4782	00	00	40
		4391	00	06	10
		4383	00	01	20
		4362	00	00	20
		4376	00	01	80
		4375	00	00	80
		4776	00	00	30
		4777	00	01	00
		4377	00	00	30
		4374	00	03	10
		4366	00	06	40
		4368	00	01	80
		4367	00	04	10
		4311	00	04	00
		4310	00	00	20
		4309	00	03	60
		4308	00	00	20
		4305	00	01	10
		4176	00	00	20
		3294	00	05	00
		3293	00	03	80
		3269	00	00	20

1	2	3	4	5	6
	GURAP -126	3270	00	00	80
	Contd...	3291	00	02	40
		3292	00	02	20
		3289	00	05	60
		3288	00	02	00
		3287	00	01	90
		3188	00	03	00
		3189	00	00	20
		3187	00	04	00
		3184	00	02	90
		3185	00	00	30
		2239	00	01	50
		3015	00	01	40
		3016	00	01	70
		3017	00	00	20
		3012	00	02	20
		3011	00	02	10
		3010	00	02	10
		3009	00	01	00
		3008	00	01	20
		3006	00	02	70
		2995	00	02	70
		2990	00	02	60
		2975	00	04	10
		2974	00	03	90
		2977	00	00	20
		2965	00	01	30
		2964	00	00	20
		2963	00	03	10
		2961	00	03	30
		2950	00	02	00
		2949	00	01	90
		2948	00	00	20
		2937	00	02	20

1	2	3	4	5	6
	GURAP -126	3316	00	01	20
	Contd...	2936	00	00	20
		2945	00	04	40
		2746	00	03	60
		2747	00	06	90
		2748	00	00	50
		2749	00	07	30
		2750	00	01	20
		2752	00	00	40
		2753	00	00	70
		2756	00	04	00
		2755	00	00	80
		2758	00	01	60
		2759	00	03	90
		2760	00	00	20
		2859	00	03	50
		2489	00	01	20
		2857	00	00	20
		2860	00	05	20
		2862	00	00	20
		2869	00	00	40
		2867	00	02	10
		2868	00	02	90
		2866	00	00	20
		2871	00	02	80
		2872	00	00	40
		2873	00	05	70
		2874	00	05	50
		2875	00	02	60
		2833	00	03	30
		361	00	07	60
		360	00	01	20
		362	00	02	60
		359	00	02	60

1	2	3	4	5	6
	GURAP -126	368	00	12	50
	Contd...	364	00	00	20
		369	00	01	20
		347	00	02	00
		346	00	03	10
		342	00	03	70
		341	00	00	40
		343	00	00	40
		340	00	02	30
		339	00	01	80
		338	00	00	20
		337	00	04	70
		336	00	00	20
		307	00	01	20
		319	00	02	60
		317	00	00	70
		318	00	02	10
		320	00	00	70
		328	00	07	30
		321	00	00	30
11	SATIDHAHA -132	949	00	02	60
		952	00	01	60
		951	00	04	60
		950	00	00	20
		955	00	06	00
		956	00	03	00
		1046	00	00	60
		960	00	00	20
		961	00	04	30
		962/1121	00	00	20
		962	00	04	60
		677	00	00	20
		669	00	01	90
		672	00	01	40

1	2	3	4	5	6
	SATIDAHA -132	670	00	00	60
	Contd...	647	00	01	10
		646	00	01	10
		649	00	02	30
		645	00	00	40
		640	00	01	10
		639	00	01	60
		641	00	00	20
		637	00	02	50
		634	00	00	20
		634/1151	00	00	20
		638/1083	00	00	20
		635	00	03	10
		636	00	00	20
		630	00	03	30
		560	00	02	60
		604	00	00	20
		603	00	01	20
		602	00	02	40
		601	00	01	00
		599	00	00	70
		600	00	02	50
		591	00	02	80
		592	00	04	20
		587	00	00	20
		305	00	00	50
		306	00	01	70
		307	00	02	30
		308	00	01	80
		309	00	11	00
		326	00	03	00
		327	00	00	70
		328	00	00	20
		324	00	13	50

1	2	3	4	5	6
	SATIDHA -132	325	00	00	40
	Contd...	322	00	00	20
		331	00	05	30
		330	00	14	30
		119	00	00	20
		118	00	00	70
		333	00	12	00
		334	00	02	10
		335	00	01	00
		336	00	03	40
		63	00	00	40
		61	00	08	10
		337	00	01	90
		338	00	03	70
		344	00	07	50
		345	00	06	70
		347	00	02	90
		346	00	00	40
		348	00	01	30
		349	00	00	20
		349/1095	00	02	70
		351	00	02	20
		350	00	01	20
		354	00	02	70
		355	00	05	90
		6	00	00	50

[F.No. R-25011/6/2012-O.R.-I]

PAWAN KUMAR, Under Secy.

नई दिल्ली, 18 जनवरी, 2013

**क्र.आ.141.**—केन्द्रीय सरकार को लोकहित में यह आवश्यक प्रतीत होता है कि पश्चिम बंगाल राज्य में पारादीप(उड़ीसा) से दुर्गापुर (पश्चिम बंगाल) तक वाया हल्दिया एलपीजी गैस परिवहन के लिए इंडियन ऑयल कॉर्पोरेशन लिमिटेड के द्वारा एक पाइपलाइन बिछाई जानी चाहिए ;

और केन्द्रीय सरकार को ऐसी पाइपलाइन बिछाने के प्रयोजन के लिए यह आवश्यक प्रतीत होता है कि ऐसी भूमि में जो इस से उपाबद्ध अनुसूची में वर्णित है और जिसमें उक्त पाइपलाइन बिछाए जाने का प्रस्ताव है, उपयोग के अधिकार का अर्जन किया जाए ;

अतः अब, केन्द्रीय सरकार, पेट्रोलियम और खनिज पाइपलाइन्स (भूमि में उपयोग के अधिकार का अर्जन) अधिनियम, 1962 (1962 का 50) की धारा 3 की उपधारा (1) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, उस भूमि में उपयोग के अधिकार का अर्जन करने के अपने आशय की घोषणा करती है ;

कोई व्यक्ति, जो उक्त अनुसूची में वर्णित भूमि में हितबद्ध है, उस तारीख से जिसकी इस अधिसूचना से युक्त भारत के राजपत्र की प्रतियाँ साधारण जनता को उपलब्ध करा दी जाती हैं, इक्कीस दिन के भीतर भूमि के नीचे पाइपलाइन बिछाए जाने के लिए उसमें उपयोग के अधिकार के अर्जन के सम्बन्ध में श्री एस.सी. सरकार, डब्ल्यू. बी. सी. एस. (प्रशासनिक) सेवानिवृत्त सक्षम प्राधिकाशी, पारादीप – हल्दिया – दुर्गापुर एलपीजी पाइपलाइन एवम् पारादीप – हल्दिया – वरौली पाइपलाइन ऑगमेंटेशन योजना, डाकघर दुईल्या, आन्दुल-मौरी, मौरीग्राम हावड़ा-711 302 (पश्चिम बंगाल) को लिखित रूप में आक्षेप भेज सकेगा।

## अनुसूची

पुलिस स्टेशन : मेमारी जिला : वर्द्धमान राज्य : प्रश्चिम बंगाल					
क्रम सं.	मौजा का नाम	खसरा सं. (आर.एस)	क्षेत्रफल		
			हेक्टेयर	एयर	वर्ग मी.
1	2	3	4	5	6
1	देउले - 137	234	00	01	20
		235	00	00	20
		233	00	02	50
		232	00	01	50
		2343	00	01	20
		2338 / 3775	00	01	10
		2191	00	02	90
		2190 / 3774	00	01	30
		2344	00	00	40
		2188	00	04	70
		2187	00	02	20
		2189	00	01	50
		2185	00	03	80
		1989	00	00	60
		1985	00	03	90
		2184	00	01	10
		1990	00	00	60
		1999	00	07	00
		2002	00	00	70
		1998	00	03	50
		2003	00	06	30
		1995	00	05	00
		1994	00	02	80
		2036	00	03	90
		2035	00	05	40
		2028	00	00	20
		2029	00	08	10
		2024	00	03	10
		2030	00	00	80
		2023	00	02	60

1	2	3	4	5	6
	देउले - 137	2070	00	01	20
	जारी.....	2071	00	08	20
		2073	00	03	50
		2072	00	07	00
		2074	00	01	80
		1554	00	04	60
		1521	00	00	20
		1553	00	03	90
		1552	00	01	30
		1523	00	02	60
		1550	00	06	70
		1549	00	00	20
		1525	00	05	90
		1547	00	00	20
		1546	00	02	10
		1542	00	00	60
		1545	00	00	30
		1544	00	05	30
		1543	00	01	70
		1635	00	00	50
		1636	00	02	90
		1637	00	00	50
		1638	00	00	20
		1539	00	00	20
		1639	00	06	50
		1307	00	00	30
		1306	00	03	50
		1305	00	02	70
		1304	00	01	20
		1303	00	00	90
		1230	00	03	80
		1302	00	00	40
		1231	00	03	00
		1236	00	02	60

1	2	3	4	5	6
	देउले - 137	1232	00	00	20
	जारी.....	1235	00	02	70
		1244	00	01	50
		1234	00	00	20
		1243	00	00	20
		1245	00	00	80
		1251	00	01	20
		1250	00	01	40
		1252	00	00	20
		1249	00	00	40
		1253	00	00	90
		1248	00	00	70
		1256	00	02	50
		1257	00	01	20
		1258	00	03	20
		1261	00	00	20
		1260	00	00	60
		1259	00	01	60
		1041	00	03	70
		1043	00	01	40
		1042	00	03	40
		1009	00	01	60
		1010	00	01	20
		1012	00	01	20
		1013	00	01	40
		1003	00	02	70
		1001	00	00	40
2	चौचाइ - 46	5022	00	00	30
		5023	00	01	90
		5024	00	02	00
		5036	00	00	20
		5025	00	00	40
		5035	00	00	70
		5034	00	02	00

1	2	3	4	5	6
	चौचाइ — 46	5033	00	00	50
	जारी.....	5032	00	02	00
		5028	00	00	20
		5031	00	03	20
		5030	00	03	50
		5042	00	00	30
		5121	00	00	30
		4967	00	00	20
		5125	00	00	20
		5124	00	05	10
		5136	00	05	70
		5137	00	00	20
		5134	00	01	90
		5138	00	00	90
		5139	00	02	40
		5140	00	01	50
		5111	00	00	20
		5191	00	02	00
		5196	00	00	60
		5195	00	02	30
		5194	00	02	40
		5192	00	01	50
		5193	00	04	90
		5247	00	02	30
		5246	00	04	90
		5250	00	00	90
		5244	00	02	50
		5240	00	03	60
		5253	00	03	50
		5252	00	00	70
		5254	00	00	50
		5255	00	22	10
		5256	00	02	70
		5513	00	00	30

1	2	3	4	5	6
	चौचाइ - 46	5511	00	02	50
	जारी.....	5510	00	00	30
		5512	00	00	50
		5509	00	03	20
		5506	00	00	70
		5508	00	00	20
		5507	00	05	50
		5486	00	06	70
		5485	00	02	10
		5480	00	00	20
		5484	00	00	20
		5481	00	02	20
		5482	00	02	60
		5475	00	00	20
		5474	00	02	70
		5473	00	02	00
		5472	00	00	20
		3746	00	02	40
		3745	00	02	70
		3612	00	01	30
		3611	00	00	20
		3613	00	01	70
		3614	00	02	10
		3617	00	01	80
		3615	00	00	40
		3616	00	01	20
		3623	00	00	20
		3631 / 3864	00	31	70
		3586	00	02	70
		3587	00	01	20
		3593	00	00	60
		3588	00	03	90
		3573	00	05	60
		3572	00	00	30

1	2	3	4	5	6
	चौचाइ - 46	3606 / 3863	00	00	70
	जारी.....	3517	00	00	50
		3518	00	01	70
		3519	00	07	40
		3525	00	02	80
		3524	00	02	40
		3523	00	01	80
		3522	00	00	30
		3508	00	12	10
		3506	00	00	30
		3505	00	06	00
		3499	00	03	20
		3495	00	02	30
		3496	00	02	90
		3497	00	01	50
		3498	00	02	00
		3484	00	02	50
		3483	00	01	20
3	दादपुर - 44	498	00	00	90
		496	00	03	70
		497	00	05	40
		495	00	01	00
		486	00	00	40
		495 / 1796	00	02	90
		488	00	07	00
		481	00	05	70
		480	00	00	20
		479	00	11	30
		482	00	00	70
		449	00	02	40
		450	00	05	10
		448	00	02	30
		445	00	00	40
		444	00	01	00

1	2	3	4	5	6
	दादपुर - 44	441	00	05	40
	जारी.....	440	00	05	00
		434	00	00	20
		435	00	00	40
		439	00	03	00
		436	00	00	50
		437	00	00	70
		438	00	02	80
		595	00	01	90
		594	00	01	40
		593	00	01	80
		589	00	01	60
		588	00	02	10
		127	00	02	90
		118	00	05	80
		113	00	06	10
		104	00	04	80
		106	00	02	10
		106 / 1785	00	04	50
		110 / 1812	00	02	00
		13	00	04	30
		14	00	03	30
4	बेलुट - 54	2774	00	03	20
		1372	00	01	30
		1371	00	01	00
		1375	00	03	40
		1781 / 2780	00	00	40
		1810	00	01	60
		1809	00	03	00
		1376	00	01	00
		1377	00	04	40
		1806	00	02	30
		1382	00	04	90
		1383	00	00	20

1	2	3	4	5	6
	बेलुट — 54	1353	00	02	40
	जारी.....	1352	00	04	40
		1347	00	00	30
		1346	00	02	10
		1330	00	03	30
		1341	00	01	00
		1331	00	03	30
		1327	00	02	20
		1328	00	03	20
		1321	00	01	00
		1322	00	00	20
		1320	00	00	30
		2425	00	00	80
		2424	00	02	20
		2423	00	02	50
		2420	00	00	20
		2278	00	05	80
		2279	00	02	40
		2277	00	00	20
		2280	00	02	90
		2284	00	01	50
		2286	00	03	20
		2285	00	00	60
		2287	00	04	00
		2263	00	00	60
		2292	00	02	20
		2257	00	04	70
		2293	00	00	70
		2258	00	01	00
		2256	00	05	10
		2262	00	00	20
		2255	00	00	70
		2306	00	04	10
		2306 / 2739	00	02	70

1	2	3	4	5	6
	बेलुट - 54	2305	00	01	60
	जारी.....	2304	00	00	80
		2308	00	05	40
		2309	00	04	80
		2314	00	00	50
		2227	00	03	80
		2316	00	02	30
		2225	00	00	20
		2224	00	03	60
		2317	00	00	20
		2318	00	00	50
		2186	00	02	70
		2172	00	00	20
		2185	00	02	20
		2183	00	03	30
		2173	00	02	10
		2174	00	02	10
		2175	00	01	90
		2179	00	00	20
		2163	00	01	00
		2153	00	02	50
		2176	00	00	20
		2162	00	00	90
		2154	00	02	30
		2155	00	04	20
5	नबग्राम - 52	122	00	04	10
		123	00	01	00
		120	00	00	30
		119	00	02	40
		118	00	06	50
		115	00	02	00
		114	00	01	80
		113	00	00	20
		111	00	01	80

1	2	3	4	5	6
	नबग्राम — 52	109	00	04	50
	जारी.....	108	00	01	80
		107	00	04	40
		152	00	00	30
		154	00	00	20
		157	00	03	50
		155	00	01	30
		156	00	00	20
		158	00	04	00
		199	00	00	60
		161	00	02	50
		159	00	02	20
		160	00	01	80
		162	00	04	90
		163	00	00	20
		167	00	00	70
		166	00	02	60
		168	00	02	60
		165	00	02	30
		169	00	02	20
		170	00	01	00
		171	00	00	20
		172	00	05	20
		173	00	01	00
		174	00	00	50
		175	00	02	10
		176	00	01	60
		177	00	01	70
		179	00	04	50
		181	00	00	30
		73	00	04	90
		72	00	03	30
		71	00	01	90
		69	00	03	80

1	2	3	4	5	6
	नबग्राम — 52	68	00	01	80
	जारी.....	67	00	07	80
6	पालसिट — 39	1600	00	03	00
		1599	00	03	20
		1601 / 2023	00	00	20
		1602	00	01	00
		1603	00	02	00
		1598	00	00	30
		1606	00	02	50
		1607	00	04	00
		1610	00	01	40
		1611	00	01	20
		1612	00	00	20
		1608	00	00	20
		1613	00	01	10
		1614	00	03	30
		1615	00	04	30
		1595	00	01	00
		1620	00	03	50
		1648	00	00	20
		1621	00	02	50
		1622	00	02	20
		1623	00	00	90
		1624	00	01	30
		1625	00	01	70
		1626	00	00	90
		1627	00	03	20
		1628	00	03	20
		1635	00	01	00
		1629	00	04	40
		1634	00	03	70
		1630	00	02	10
		1631	00	02	20
		1633	00	03	00

1	2	3	4	5	6
	पालसिट — 39	1632	00	04	10
	जारी.....	1833	00	00	20
		1831	00	03	60
		1836	00	01	80
		1835	00	03	40
		1835 / 2043	00	00	50
		1841	00	03	80
		1841 / 2045	00	00	20
		1834	00	03	60
		1847	00	03	00
		1846	00	00	30
		1844	00	01	90
		1845	00	00	30
		1845 / 2046	00	01	10
		1851 / 2047	00	00	20
		1841 / 2045	00	00	20
		1851	00	01	20
		1850	00	05	60
		1854	00	01	30
		1856	00	02	30
		1857	00	02	50
		1860	00	03	30
		1861	00	07	20
		1966 / 2051	00	01	60
		1838(बांका नदी)	00	01	80
7	भैटा — 40	1736	00	03	50
		1737 / 1959	00	03	00
		1737 / 1958	00	01	40
		1738	00	00	20
		1824	00	03	40
		1825 / 1966	00	01	50
		1825	00	02	00
		1832	00	00	90
		1827	00	01	70

1	2	3	4	5	6
	मैटा - 40	1826	00	00	70
	जारी.....	1828	00	02	30
		1829	00	00	20
		1846	00	03	10
		1847	00	00	70
		1845	00	01	90

[फा. सं. आर. 25011/16/2012-ओ.आर.-1]

पवन कुमार, अवर सचिव

New Delhi, the 18th January, 2013

**S.O. 141.**—Whereas, it appears to the Central Government that it is necessary in the public interest that for the transportation of Liquefied Petroleum Gas from Paradip (Odisha) to Durgapur (West Bengal) Via Haldia a pipeline should be laid in State of West Bengal by Indian Oil Corporation Limited.

And whereas, it appears to the Central Government that for the purpose of laying such pipeline, it is necessary to acquire the right of user in land under which the said pipeline is proposed to be laid and which is described in the Schedule annexed hereto;

Now, therefore, in exercise of the powers conferred by sub-section (1) of section 3 of the Petroleum and Minerals Pipelines (Acquisition of Right of User in Land) Act, 1962 (50 of 1962), the Central Government hereby declares its intention to acquire the right of user therein;

Any person interested in the land described in the said schedule may, within twenty one days from the date on which copies of the Gazette of India containing this notification are made available to the general public, object in writing to the acquisition of the right of user therein for laying of the pipeline under the land to Shri S.C.Sarkar, W.B.C.S (Exe.)Retd.Competent Authority Paradip – Haldia –Durgapur LPG Pipeline & Augmentation of Paradip – Haldia –Barauni Pipeline Project, P.O,Duillya, Andul - Mouri, Mourigram,Howrah, 711-302 (West Bengal)

## SCHEDULE

P S: MEMARI DISTRICT : HOWRAH STATE : WEST BENGAL					
Sl. No.	Name of the Mouza	Khasra No. (R.S)	Area		
			Hectare	Are	Sq.mtr.
1	2	3	4	5	6
1	DEULE - 137	234	00	01	20
		235	00	00	20
		233	00	02	50
		232	00	01	50
		2343	00	01	20
		2338/3775	00	01	10
		2191	00	02	90
		2190/3774	00	01	30
		2344	00	00	40
		2188	00	04	70
		2187	00	02	20
		2189	00	01	50
		2185	00	03	80
		1989	00	00	60
		1985	00	03	90
		2184	00	01	10
		1990	00	00	60
		1999	00	07	00
		2002	00	00	70
		1998	00	03	50
		2003	00	06	30
		1995	00	05	00
		1994	00	02	80
		2036	00	03	90
		2035	00	05	40
		2028	00	00	20
		2029	00	08	10
		2024	00	03	10
		2030	00	00	80
		2023	00	02	60

1	2	3	4	5	6
	DEULE - 137	2070	00	01	20
	Contd...	2071	00	08	20
		2073	00	03	50
		2072	00	07	00
		2074	00	01	80
		1554	00	04	60
		1521	00	00	20
		1553	00	03	90
		1552	00	01	30
		1523	00	02	60
		1550	00	06	70
		1549	00	00	20
		1525	00	05	90
		1547	00	00	20
		1546	00	02	10
		1542	00	00	60
		1545	00	00	30
		1544	00	05	30
		1543	00	01	70
		1635	00	00	50
		1636	00	02	90
		1637	00	00	50
		1638	00	00	20
		1539	00	00	20
		1639	00	06	50
		1307	00	00	30
		1306	00	03	50
		1305	00	02	70
		1304	00	01	20
		1303	00	00	90
		1230	00	03	80
		1302	00	00	40
		1231	00	03	00
		1236	00	02	60

1	2	3	4	5	6
	DEULE - 137	1232	00	00	20
	Contd...	1235	00	02	70
		1244	00	01	50
		1234	00	00	20
		1243	00	00	20
		1245	00	00	80
		1251	00	01	20
		1250	00	01	40
		1252	00	00	20
		1249	00	00	40
		1253	00	00	90
		1248	00	00	70
		1256	00	02	50
		1257	00	01	20
		1258	00	03	20
		1261	00	00	20
		1260	00	00	60
		1259	00	01	60
		1041	00	03	70
		1043	00	01	40
		1042	00	03	40
		1009	00	01	60
		1010	00	01	20
		1012	00	01	20
		1013	00	01	40
		1003	00	02	70
		1001	00	00	40
2	CHANCHAI - 46	5022	00	00	30
		5023	00	01	90
		5024	00	02	00
		5036	00	00	20
		5025	00	00	40
		5035	00	00	70
		5034	00	02	00

1	2	3	4	5	6
	CHANCHAI - 46	5033	00	00	50
	Contd...	5032	00	02	00
		5028	00	00	20
		5031	00	03	20
		5030	00	03	50
		5042	00	00	30
		5121	00	00	30
		4967	00	00	20
		5125	00	00	20
		5124	00	05	10
		5136	00	05	70
		5137	00	00	20
		5134	00	01	90
		5138	00	00	90
		5139	00	02	40
		5140	00	01	50
		5111	00	00	20
		5191	00	02	00
		5196	00	00	60
		5195	00	02	30
		5194	00	02	40
		5192	00	01	50
		5193	00	04	90
		5247	00	02	30
		5246	00	04	90
		5250	00	00	90
		5244	00	02	50
		5240	00	03	60
		5253	00	03	50
		5252	00	00	70
		5254	00	00	50
		5255	00	22	10
		5256	00	02	70
		5513	00	00	30

1	2	3	4	5	6
	CHANCHAI - 46	5511	00	02	50
	Contd...	5510	00	00	30
		5512	00	00	50
		5509	00	03	20
		5506	00	00	70
		5508	00	00	20
		5507	00	05	50
		5486	00	06	70
		5485	00	02	10
		5480	00	00	20
		5484	00	00	20
		5481	00	02	20
		5482	00	02	60
		5475	00	00	20
		5474	00	02	70
		5473	00	02	00
		5472	00	00	20
		3746	00	02	40
		3745	00	02	70
		3612	00	01	30
		3611	00	00	20
		3613	00	01	70
		3614	00	02	10
		3617	00	01	80
		3615	00	00	40
		3616	00	01	20
		3623	00	00	20
		3631/3864	00	31	70
		3586	00	02	70
		3587	00	01	20
		3593	00	00	60
		3588	00	03	90
		3573	00	05	60
		3572	00	00	30

1	2	3	4	5	6
	CHANCHAI - 46	3606/3863	00	00	70
	Contd...	3517	00	00	50
		3518	00	01	70
		3519	00	07	40
		3525	00	02	80
		3524	00	02	40
		3523	00	01	80
		3522	00	00	30
		3508	00	12	10
		3506	00	00	30
		3505	00	06	00
		3499	00	03	20
		3495	00	02	30
		3496	00	02	90
		3497	00	01	50
		3498	00	02	00
		3484	00	02	50
		3483	00	01	20
3	DADPUR - 44	498	00	00	90
		496	00	03	70
		497	00	05	40
		495	00	01	00
		486	00	00	40
		495/1796	00	02	90
		488	00	07	00
		481	00	05	70
		480	00	00	20
		479	00	11	30
		482	00	00	70
		449	00	02	40
		450	00	05	10
		448	00	02	30
		445	00	00	40
		444	00	01	00

1	2	3	4	5	6
	DADPUR - 44	441	00	05	40
	Contd...	440	00	05	00
		434	00	00	20
		435	00	00	40
		439	00	03	00
		436	00	00	50
		437	00	00	70
		438	00	02	80
		595	00	01	90
		594	00	01	40
		593	00	01	80
		589	00	01	60
		588	00	02	10
		127	00	02	90
		118	00	05	80
		113	00	06	10
		104	00	04	80
		106	00	02	10
		106/1785	00	04	50
		110/1812	00	02	00
		13	00	04	30
		14	00	03	30
4	BELUT - 54	2774	00	03	20
		1372	00	01	30
		1371	00	01	00
		1375	00	03	40
		1781/2780	00	00	40
		1810	00	01	60
		1809	00	03	00
		1376	00	01	00
		1377	00	04	40
		1806	00	02	30
		1382	00	04	90
		1383	00	00	20

1	2	3	4	5	6
	BELUT - 54	1353	00	02	40
	Contd...	1352	00	04	40
		1347	00	00	30
		1346	00	02	10
		1330	00	03	30
		1341	00	01	00
		1331	00	03	30
		1327	00	02	20
		1328	00	03	20
		1321	00	01	00
		1322	00	00	20
		1320	00	00	30
		2425	00	00	80
		2424	00	02	20
		2423	00	02	50
		2420	00	00	20
		2278	00	05	80
		2279	00	02	40
		2277	00	00	20
		2280	00	02	90
		2284	00	01	50
		2286	00	03	20
		2285	00	00	60
		2287	00	04	00
		2263	00	00	60
		2292	00	02	20
		2257	00	04	70
		2293	00	00	70
		2258	00	01	00
		2256	00	05	10
		2262	00	00	20
		2255	00	00	70
		2306	00	04	10
		2306/2739	00	02	70

1	2	3	4	5	6
	BELUT - 54	2305	00	01	60
	Contd...	2304	00	00	80
		2308	00	05	40
		2309	00	04	80
		2314	00	00	50
		2227	00	03	80
		2316	00	02	30
		2225	00	00	20
		2224	00	03	60
		2317	00	00	20
		2318	00	00	50
		2186	00	02	70
		2172	00	00	20
		2185	00	02	20
		2183	00	03	30
		2173	00	02	10
		2174	00	02	10
		2175	00	01	90
		2179	00	00	20
		2163	00	01	00
		2153	00	02	50
		2176	00	00	20
		2162	00	00	90
		2154	00	02	30
		2155	00	04	20
5	NABAGRAM - 52	122	00	04	10
		123	00	01	00
		120	00	00	30
		119	00	02	40
		118	00	06	50
		115	00	02	00
		114	00	01	80
		113	00	00	20
		111	00	01	80

1	2	3	4	5	6
	NABAGRAM - 52	109	00	04	50
	Contd...	108	00	01	80
		107	00	04	40
		152	00	00	30
		154	00	00	20
		157	00	03	50
		155	00	01	30
		156	00	00	20
		158	00	04	00
		199	00	00	60
		161	00	02	50
		159	00	02	20
		160	00	01	80
		162	00	04	90
		163	00	00	20
		167	00	00	70
		166	00	02	60
		168	00	02	60
		165	00	02	30
		169	00	02	20
		170	00	01	00
		171	00	00	20
		172	00	05	20
		173	00	01	00
		174	00	00	50
		175	00	02	10
		176	00	01	60
		177	00	01	70
		179	00	04	50
		181	00	00	30
		73	00	04	90
		72	00	03	30
		71	00	01	90
		69	00	03	80

1	2	3	4	5	6
	NABAGRAM - 52	68	00	01	80
	Contd...	67	00	07	80
6	PALSIT - 39	1600	00	03	00
		1599	00	03	20
		1601/2023	00	00	20
		1602	00	01	00
		1603	00	02	00
		1598	00	00	30
		1606	00	02	50
		1607	00	04	00
		1610	00	01	40
		1611	00	01	20
		1612	00	00	20
		1608	00	00	20
		1613	00	01	10
		1614	00	03	30
		1615	00	04	30
		1595	00	01	00
		1620	00	03	50
		1648	00	00	20
		1621	00	02	50
		1622	00	02	20
		1623	00	00	90
		1624	00	01	30
		1625	00	01	70
		1626	00	00	90
		1627	00	03	20
		1628	00	03	20
		1635	00	01	00
		1629	00	04	40
		1634	00	03	70
		1630	00	02	10
		1631	00	02	20
		1633	00	03	00

1	2	3	4	5	6
	PALSIT - 39	1832	00	04	10
	Contd...	1833	00	00	20
		1831	00	03	60
		1836	00	01	80
		1835	00	03	40
		1835/2043	00	00	50
		1841	00	03	80
		1841/2045	00	00	20
		1834	00	03	60
		1847	00	03	00
		1846	00	00	30
		1844	00	01	90
		1845	00	00	30
		1845/2046	00	01	10
		1851/2047	00	00	20
		1841/2045	00	00	20
		1851	00	01	20
		1850	00	05	60
		1854	00	01	30
		1856	00	02	30
		1857	00	02	50
		1860	00	03	30
		1861	00	07	20
		1966/2051	00	01	60
		1838 (Banka River)	00	01	80
7	BHAITA - 40	1736	00	03	50
		1737/1959	00	03	00
		1737/1958	00	01	40
		1738	00	00	20
		1824	00	03	40
		1825/1966	00	01	50
		1825	00	02	00
		1832	00	00	90
		1827	00	01	70

1	2	3	4	5	6
	BHAITA - 40	1826	00	00	70
	Contd...	1828	00	02	30
		1829	00	00	20
		1846	00	03	10
		1847	00	00	70
		1845	00	01	90

[F.No. R-25011/16/2012-O.R.-I]

PAWAN KUMAR, Under Secy.

नई दिल्ली, 18 जनवरी, 2013

**क्र.सं. 142.**—केन्द्रीय सरकार को लोकहित में यह आवश्यक प्रतीत होता है कि पश्चिम बंगाल राज्य में पारादीप(उड़ीसा) से दुर्गापुर (पश्चिम बंगाल) तक वाया हल्दिया एलपीजी गैस परिवहन के लिए इंडियन ऑयल कॉर्पोरेशन लिमिटेड के द्वारा एक पाइपलाइन बिछाई जानी चाहिए ;

और केन्द्रीय सरकार को ऐसी पाइपलाइन बिछाने के प्रयोजन के लिए यह आवश्यक प्रतीत होता है कि ऐसी भूमि में जो इस से उपाबद्ध अनुसूची में वर्णित है और जिसमें उक्त पाइपलाइन बिछाए जाने का प्रस्ताव है, उपयोग के अधिकार का अर्जन किया जाए ;

अतः अब, केन्द्रीय सरकार, पेट्रोलियम और खनिज पाइपलाइन्स (भूमि में उपयोग के अधिकार का अर्जन) अधिनियम, 1962 (1962 का 50) की धारा 3 की उपधारा (1) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, उस भूमि में उपयोग के अधिकार का अर्जन करने के अपने आशय की घोषणा करती है ;

कोई व्यक्ति, जो उक्त अनुसूची में वर्णित भूमि में हितबद्ध है, उस तारीख से जिसको इस अधिसूचना से युक्त भारत के राजपत्र की प्रतियाँ साधारण जनता को उपलब्ध करा दी जाती है, इक्कीस दिन के भीतर भूमि के नीचे पाइपलाइन बिछाए जाने के लिए उसमें उपयोग के अधिकार के अर्जन के सम्बन्ध में श्री एस.सी. सरकार, डब्ल्यू. बी. सी. एस. (प्रशासनिक) सेवानिवृत्त सक्षम प्राधिकारी, पारादीप — हल्दिया — दुर्गापुर एलपीजी पाइपलाइन एवम् पारादीप — हल्दिया.— बरौनी पाइपलाइन ऑगमेंटेशन योजना, डाकघर दुईल्या, आन्दुल—मौरी, मौरीग्राम हावड़ा—711 302 (पश्चिम बंगाल) को लिखित रूप में आक्षेप भेज सकेगा।

पुलिस स्टेशन : दादपुर जिला : हुगली राज्य : पश्चिम बंगाल					
क्रम सं.	मौजा का नाम	खसरा सं. (आर.एस.)	क्षेत्रफल		
			हेक्टेयर	एयर	वर्ग मी.
1	2	3	4	5	6
1	आयमा - 36	4	00	05	70
		6	00	04	90
		5	00	02	30
		15	00	01	20
		16	00	03	40
		17	00	02	40
		18	00	04	40
2	गोस्वामी मालिपाड़ा - 116	2339	00	02	60
		2340	00	04	70
		2341	00	03	70
		2338	00	00	70
		2332	00	04	50
		2333	00	00	90
		2348	00	00	40
		2331	00	04	90
		2349	00	00	20
		2330	00	05	20
		2329	00	01	90
		2315	00	00	20
		2328	00	13	10
		2320	00	04	40
		2321	00	02	70
		2322	00	00	20
		2319	00	06	70
		2318	00	01	10
		2297	00	08	70
		2299	00	02	40
		2298	00	05	80
		2302	00	05	30
		2269	00	05	20

1	2	3	4	5	6
	गोस्वामी मालिपाड़ा - 116	2276	00	01	50
	जारी.....	2275	00	07	20
		2278	00	03	60
		2274	00	08	70
		2281	00	00	80
		2193	00	07	20
		2282	00	03	00
		2191	00	04	60
		2190	00	04	00
		2189	00	00	30
		2525	00	01	40
		2523 / 3790	00	01	10
		2428 / 3800	00	04	30
		2526	00	15	60
		3283	00	00	50
		2527	00	00	40
		3279	00	01	30
		3280	00	04	00
		3281	00	00	20
		3278	00	09	90
		3305	00	04	00
		3304	00	05	00
		3306	00	00	20
		3303	00	05	90
		3307 / 3755	00	00	20
		3309	00	02	60
		3302	00	02	70
		3301	00	03	10
		3376	00	02	50
		3323	00	01	30
		3325	00	07	30
		3328	00	06	70
		3332	00	11	10
		3331	00	00	20

1	2	3	4	5	6
	गोस्वामी मालिपाड़ा - 116	3334	00	03	60
	जारी.....	3333	00	02	80
		3336	00	08	50
		3338	00	01	20
		3339	00	04	00
		3144	00	00	20
		3342	00	01	70
		3340	00	01	90
		3341	00	04	30
		3134	00	04	80
		3552	00	02	50
		3551	00	01	60
		3553	00	02	70
		3554	00	05	30
		3133	00	00	20
		3555	00	03	80
		3556	00	04	90
		3649	00	07	70
		3648	00	03	10
		3572	00	03	80
		3644	00	05	20
		3643	00	05	50
		3638	00	04	90
		3637	00	04	60
		3636	00	08	80
		3634	00	01	60
		3639	00	00	20
		3630	00	03	00
		3631	00	00	50
		3623	00	02	00
		3624	00	04	70
		3625	00	05	70
		3620	00	01	10
3	पोपाइ - 109	953	00	03	20

1	2	3	4	5	6
	पोपाइ - 109	955	00	02	80
	जारी.....	954	00	02	30
		951	00	03	50
		952	00	00	60
		950	00	03	80
		1002	00	06	20
		1001	00	05	50
		993	00	08	70
		1000	00	00	20
		994	00	07	40
		995	00	00	20
		996	00	09	60

[फा. सं. आर-25011/8/2012 ओ.आर-1]

पवन कुमार, अवर सचिव

New Delhi, the 18th January, 2013

**S.O. 142.**— Whereas, it appears to the Central Government that it is necessary in the public interest that for the transportation of Liquefied Petroleum Gas from Paradip (Odisha) to Durgapur (West Bengal) Via Haldia a pipeline should be laid in State of West Bengal by Indian Oil Corporation Limited.

And whereas, it appears to the Central Government that for the purpose of laying such pipeline, it is necessary to acquire the right of user in land under which the said pipeline is proposed to be laid and which is described in the Schedule annexed hereto;

Now, therefore, in exercise of the powers conferred by sub-section (1) of section 3 of the Petroleum and Minerals Pipelines (Acquisition of Right of User in Land) Act, 1962 (50 of 1962), the Central Government hereby declares its intention to acquire the right of user therein;

Any person interested in the land described in the said schedule may, within twenty one days from the date on which copies of the Gazette of India containing this notification are made available to the general public, object in writing to the acquisition of the right of user therein for laying of the pipeline under the land to Shri S.C.Sarkar, W.B.C.S (Exe.)Retd.Competent Authority Paradip - Haldia -Durgapur LPG Pipeline & Augmentation of Paradip - Haldia -Barauni Pipeline Project, P.O,Duillya, Andul - Mouri, Mourigram,Howrah, 711-302 (West Bengal)

## SCHEDULE

P.S :DADPUR						DISTRICT : HOOGHLY		STATE : WEST BENGAL	
Sl. No.	Name of the Mouza	Khasra No. (R.S.)	Area						
			Hectare	Are	Sq.mtr.				
1	2	3	4	5	6				
1	AIMA - 36	4	00	05	70				
		6	00	04	90				
		5	00	02	30				
		15	00	01	20				
		16	00	03	40				
		17	00	02	40				
		18	00	04	40				
2	GOSWAMI MALIPARA -116	2339	00	02	60				
		2340	00	04	70				
		2341	00	03	70				
		2338	00	00	70				
		2332	00	04	50				
		2333	00	00	90				
		2348	00	00	40				
		2331	00	04	90				
		2349	00	00	20				
		2330	00	05	20				
		2329	00	01	90				
		2315	00	00	20				
		2328	00	13	10				
		2320	00	04	40				
		2321	00	02	70				
		2322	00	00	20				
		2319	00	06	70				
		2318	00	01	10				
		2297	00	08	70				
		2299	00	02	40				
2298	00	05	80						
2302	00	05	30						
2269	00	05	20						

1	2	3	4	5	6
	GOSWAMI MALIPARA -116	2276	00	01	50
	Contd...	2275	00	07	20
		2278	00	03	60
		2274	00	08	70
		2281	00	00	80
		2193	00	07	20
		2282	00	03	00
		2191	00	04	60
		2190	00	04	00
		2189	00	00	30
		2525	00	01	40
		2523/3790	00	01	10
		2428/3800	00	04	30
		2526	00	15	60
		3283	00	00	50
		2527	00	00	40
		3279	00	01	30
		3280	00	04	00
		3281	00	00	20
		3278	00	09	90
		3305	00	04	00
		3304	00	05	00
		3306	00	00	20
		3303	00	05	90
		3307/3755	00	00	20
		3309	00	02	60
		3302	00	02	70
		3301	00	03	10
		3376	00	02	50
		3323	00	01	30
		3325	00	07	30
		3328	00	06	70
		3332	00	11	10
		3331	00	00	20

1	2	3	4	5	6
	GOSWAMI MALIPARA -116	3334	00	03	80
	Contd...	3333	00	02	80
		3336	00	08	50
		3338	00	01	20
		3339	00	04	00
		3144	00	00	20
		3342	00	01	70
		3340	00	01	90
		3341	00	04	30
		3134	00	04	80
		3552	00	02	50
		3551	00	01	60
		3553	00	02	70
		3554	00	05	30
		3133	00	00	20
		3555	00	03	80
		3556	00	04	90
		3649	00	07	70
		3648	00	03	10
		3572	00	03	80
		3644	00	05	20
		3643	00	05	50
		3638	00	04	90
		3637	00	04	60
		3636	00	08	80
		3634	00	01	60
		3639	00	00	20
		3630	00	03	80
		3631	00	00	50
		3623	00	02	00
		3624	00	04	70
		3625	00	05	70
		3620	00	01	10
3	POPAI -109	953	00	03	20

1	2	3	4	5	6
	POPAI -109	955	00	02	80
	Contd...	954	00	02	30
		951	00	03	50
		952	00	00	60
		950	00	03	80
		1002	00	06	20
		1001	00	05	50
		993	00	08	70
		1000	00	00	20
		994	00	07	40
		995	00	00	20
		996	00	09	00

[F.No. R-25011/8/2012-O.R.-I]

PAWAN KUMAR, Under Secy.

नई दिल्ली, 18 जनवरी, 2013

**आ.आ. 143.**—केन्द्रीय सरकार को लोकहित में यह आवश्यक प्रतीत होता है कि पश्चिम बंगाल राज्य में पारादीप(उड़ीसा) से दुर्गापुर (पश्चिम बंगाल) तक वाया हल्दिया एलपीजी गैस परिवहन के लिए इंडियन ऑयल कॉर्पोरेशन लिमिटेड के द्वारा एक पाइपलाइन बिछाई जानी चाहिए ;

और केन्द्रीय सरकार को ऐसी पाइपलाइन बिछाने के प्रयोजन के लिए यह आवश्यक प्रतीत होता है कि ऐसी भूमि में जो इस से उपाबद्ध अनुसूची में वर्णित है और जिसमें उक्त पाइपलाइन बिछाए जाने का प्रस्ताव है, उपयोग के अधिकार का अर्जन किया जाए ;

अतः अब, केन्द्रीय सरकार, पेट्रोलियम और खनिज पाइपलाइन्स (भूमि में उपयोग के अधिकार का अर्जन) अधिनियम, 1962 (1962 का 50) की धारा 3 की उपधारा (1) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, उस भूमि में उपयोग के अधिकार का अर्जन करने के अपने आशय की घोषणा करती है ;

कोई व्यक्ति, जो उक्त अनुसूची में वर्णित भूमि में हितबद्ध है, उस तारीख से जिसको इस अधिसूचना से युक्त भारत के राजपत्र की प्रतियाँ साधारण जनता को उपलब्ध करा दी जाती है, इक्कीस दिन के भीतर भूमि के नीचे पाइपलाइन बिछाए जाने के लिए उसमें उपयोग के अधिकार के अर्जन के सम्बन्ध में श्री एस.सी. सरकार, डब्ल्यू. बी. सी. एस. (प्रशासनिक) सेवानिवृत्त सक्षम प्राधिकारी, पारादीप – हल्दिया – दुर्गापुर एलपीजी पाइपलाइन एवम् पारादीप – हल्दिया – बरौनी पाइपलाइन ऑगमेंटेशन योजना, डाकघर दुईल्या, आन्दुल-मौरी, मौरीग्राम हावड़ा-711 302 (पश्चिम बंगाल) को लिखित रूप में आक्षेप भेज सकेगा।

## अनुसूची

पुलिस स्टेशन : साँकराइल जिला : हावड़ा राज्य : पश्चिम बंगाल					
क्रम सं.	मौजा का नाम	खसरा सं. (आर.एस.)	क्षेत्रफल		
			हेक्टेयर	एयर	वर्ग मी.
1	2	3	4	5	6
1	जला धूलागड़ि - 2	568	00	11	70
		572	00	04	40
		573	00	00	20
		365	00	01	20
		364	00	01	20
		587	00	00	70
		588	00	05	10
		586	00	00	20
		580	00	08	70
		615	00	01	70
		616	00	01	80
		614	00	02	60
		613	00	03	70
		620	00	06	20
		618	00	00	20
		2086	00	00	80
		219	00	00	00
		231	00	03	80
		207	00	11	80
		227	00	02	00
		210	00	00	00
		208	00	06	30
		200	00	03	70
		197	00	04	50
		1358	00	00	70
		1359	00	01	40
		1360	00	01	20
		1314	00	01	10
		1368	00	00	20
		1367	00	02	10

1	2	3	4	5	6
	जला धूलागड़ि — 2	1369	00	00	40
	जारी.....	1366	00	01	30
		1370	00	02	30
		1375	00	03	20
		1376	00	01	80
		1377	00	02	70
		1382	00	00	20
		1383	00	00	50
		1384	00	01	30
		1385	00	04	00
		1386	00	04	30
		1387	00	02	60
		1390	00	07	60
		1485	00	01	60
		1604	00	01	30
		1605	00	02	90
		1606	00	01	50
		1608	00	01	90
		1607	00	01	60
		1610	00	01	30
		1611	00	07	50
		1613	00	00	40
		1627	00	04	00
		1626	00	06	80
		1622	00	01	10
		1621	00	00	20
		1623	00	02	60
		1625	00	04	50
		1624	00	03	90
		1663	00	26	50
		1620	00	00	20
		1693	00	01	60
		1691	00	08	10
		1690 / 2107	00	00	70

1	2	3	4	5	6
	जला धूलागड़ि - 2	1690	00	01	40
	जारी.....	2111	00	03	60
		2110	00	02	90
		2109	00	04	30
		1679	00	02	40
		1678	00	00	20

[फा. सं. आर.-25011/10/2012-ओ.आर.-1]

पवन कुमार, अवर सचिव

New Delhi, the 18th January, 2013

**S.O. 143.—** Whereas, it appears to the Central Government that it is necessary in the public interest that for the transportation of Liquefied Petroleum Gas from Paradip (Odisha) to Durgapur (West Bengal) Via Haldia, a pipeline should be laid in State of West Bengal by Indian Oil Corporation Limited.

And whereas, it appears to the Central Government that for the purpose of laying such pipeline, it is necessary to acquire the right of user in land under which the said pipeline is proposed to be laid and which is described in the Schedule annexed hereto;

Now, therefore, in exercise of the powers conferred by sub-section (1) of section 3 of the Petroleum and Minerals Pipelines (Acquisition of Right of User in Land) Act, 1962 (50 of 1962), the Central Government hereby declares its intention to acquire the right of user therein;

Any person interested in the land described in the said schedule may, within twenty one days from the date on which copies of the Gazette of India containing this notification are made available to the general public, object in writing to the acquisition of the right of user therein for laying of the pipeline under the land to Shri S.C.Senkar, W.B.C.S (Exe.)Retd.Competent Authority Paradip - Haldia -Durgapur LPG Pipeline & Augmentation of Paradip - Haldia -Barauni Pipeline Project, P.O,Duillya, Andul - Mouri, Mourigram,Howrah, 711-302 (West Bengal).

## SCHEDULE

P.S : SANKRAIL DISTRICT : HOWRAH STATE : WEST BENGAL					
Sl. No.	Name of the Mouza	Khasra No. (R.S.)	Area		
			Hectare	Are	Sq.mtr.
1	2	3	4	5	6
1	JALA DHULAGARI - 2	568	00	11	70
		572	00	04	40
		573	00	00	20
		365	00	01	20
		364	00	01	20
		587	00	00	70
		588	00	05	10
		586	00	00	20
		580	00	08	70
		615	00	01	70
		616	00	01	80
		614	00	02	60
		613	00	03	70
		620	00	06	20
		618	00	00	20
		2086	00	00	80
		219	00	01	00
		231	00	03	80
		207	00	11	80
		227	00	02	00
		210	00	01	00
		206	00	06	30
		200	00	03	70
		197	00	04	50
		1358	00	00	70
		1359	00	01	40
		1360	00	01	20
		1314	00	01	10
		1368	00	00	20
		1367	00	02	10

1	2	3	4	5	6
	JALA DHULAGARI - 2	1369	00	00	40
	Contd.....	1366	00	01	30
		1370	00	02	30
		1375	00	03	20
		1376	00	01	80
		1377	00	02	70
		1382	00	00	20
		1383	00	00	50
		1384	00	01	30
		1385	00	04	00
		1386	00	04	30
		1387	00	02	60
		1390	00	07	60
		1485	00	01	60
		1604	00	01	30
		1605	00	02	90
		1606	00	01	50
		1608	00	01	90
		1607	00	01	60
		1610	00	01	30
		1611	00	07	50
		1613	00	00	40
		1627	00	04	00
		1626	00	06	80
		1622	00	01	10
		1621	00	00	20
		1623	00	02	60
		1625	00	04	50
		1624	00	03	90
		1663	00	26	50
		1620	00	00	20
		1693	00	01	60
		1691	00	08	10
		1690/2107	00	00	70

1	2	3	4	5	6
	JALA DHULAGARI - 2	1690	00	01	40
	Contd.....	2111	00	03	60
		2110	00	02	90
		2109	00	04	30
		1679	00	02	40
		1678	00	00	20

[F.No. R-25011/10/2012-O.R.-I]

PAWAN KUMAR, Under Secy.

नई दिल्ली, 18 जनवरी, 2013

**क्र.अ.144.—**केन्द्रीय सरकार को लोकहित में यह आवश्यक प्रतीत होता है कि पश्चिम बंगाल राज्य में पारादीप(उड़ीसा) से दुर्गापुर (पश्चिम बंगाल) तक वाया हल्दिया एलपीजी गैस परिवहन के लिए इंडियन ऑयल कॉर्पोरेशन लिमिटेड के द्वारा एक पाइपलाइन बिछाई जानी चाहिए ;

और केन्द्रीय सरकार को ऐसी पाइपलाइन बिछाने के प्रयोजन के लिए यह आवश्यक प्रतीत होता है कि ऐसी भूमि में जो इस से उपाबद्ध अनुसूची में वर्णित है और जिसमें उक्त पाइपलाइन बिछाए जाने का प्रस्ताव है, उपयोग के अधिकार का अर्जन किया जाए ;

अतः अब, केन्द्रीय सरकार, पेट्रोलियम और खनिज पाइपलाइन्स (भूमि में उपयोग के अधिकार का अर्जन) अधिनियम, 1962 (1962 का 50) की धारा 3 की उपधारा (1) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, उस भूमि में उपयोग के अधिकार का अर्जन करने के अपने आशय की घोषणा करती है ;

कोई व्यक्ति, जो उक्त अनुसूची में वर्णित भूमि में हितबद्ध है, उस तारीख से जिसको इस अधिसूचना से युक्त भारत के राजपत्र की प्रतियाँ साधारण जनता को उपलब्ध करा दी जाती है, इक्कीस दिन के भीतर भूमि के नीचे पाइपलाइन बिछाए जाने के लिए उसमें उपयोग के अधिकार के अर्जन के सम्बन्ध में श्री एस.सी. सरकार, डब्ल्यू. बी. सी. एस. (प्रशासनिक) सेवानिवृत्त सक्षम प्राधिकारी, पारादीप — हल्दिया — दुर्गापुर एलपीजी पाइपलाइन एवम् पारादीप — हल्दिया — बरौनी पाइपलाइन ऑगमेंटेशन योजना, डाकघर दुईल्या, आन्दुल—मौरी, मौरीग्राम हावड़ा-711 302 (पश्चिम बंगाल) को लिखित रूप में आक्षेप भेज सकेगा।

अनुसूची					
पुलिस स्टेशन : पॉचला		जिला : हविड़ा	राज्य : पश्चिम बंगाल		
क्रम सं.	मौजा का नाम	खसरा सं. (आर.एस.)	क्षेत्रफल		
			हेक्टेयर	एयर	वर्ग मी.
1	2	3	4	5	6
1	बेलडूबि - 30	166	00	01	40
		189	00	01	50
		192	00	00	20
		191	00	06	00
		1213	00	06	90
		183	00	02	20
		182 / 1163	00	02	90
		184	00	00	20
		278	00	02	40
		279	00	03	90
		181	00	02	00
		280	00	00	60
		178	00	01	70
		294	00	04	00
		301	00	05	40
		300 / 1222	00	04	60
		300	00	02	70
		298	00	02	90
		299	00	03	00
		311	00	06	00
		312	00	01	30
		313	00	01	50
		314 / 1223	00	03	70
		315	00	00	80
		635	00	00	20
		316	00	03	60
		317	00	03	60
		631 / 1229	00	01	70
		631	00	01	50
		632	00	03	60
		628	00	07	10
		897	00	00	70
		898	00	00	20
		4 / 1164	00	00	40
		916	00	02	90

1	2	3	4	5	6
	बेलडूबि - 30	917	00	00	50
	जारी.....	918	00	02	90
		612	00	03	40
		611	00	02	40
		608	00	03	10
		607	00	03	20
		606	00	00	20
		363	00	00	20
		364	00	14	50
		378	00	07	60
		369	00	00	60
		377	00	04	70
		370	00	00	40
		374	00	08	60
		376	00	01	30
		1167	00	01	70
		446	00	10	50
		447	00	00	90
		448	00	00	40
		488	00	03	60
		491	00	01	50
		490	00	00	20
		450	00	00	40
		449	00	00	40

[फा. सं. आर-25011/12/2012-ओ.आर.-1]

पवन कुमार, अवर सचिव

New Delhi, the 18th January, 2013

**S.O. 144.—**Whereas, it appears to the Central Government that it is necessary in the public interest that for the transportation of Liquefied Petroleum Gas from Paradip (Odisha) to Durgapur (West Bengal) Via Haldia a pipeline should be laid in State of West Bengal by Indian Oil Corporation Limited.

And whereas, it appears to the Central Government that for the purpose of laying such pipeline, it is necessary to acquire the right of user in land under which the said pipeline is proposed to be laid and which is described in the Schedule annexed hereto;

Now, therefore, in exercise of the powers conferred by sub-section (1) of section 3 of the Petroleum and Minerals Pipelines (Acquisition of Right of User in Land) Act, 1962 (50 of 1962), the Central Government hereby declares its intention to acquire the right of user therein;

Any person interested in the land described in the said schedule may, within twenty one days from the date on which copies of the Gazette of India containing this notification are made available to the general public, object in writing to the acquisition of the right of user therein for laying of the pipeline under the land to Shri S.C.Sarkar, W.B.C.S (Exe.)Retd.Competent Authority Paradip – Haldia –Durgapur- LPG Pipeline & Augmentation of Paradip – Haldia –Barauni Pipeline Project, P.O,Duillya, Andul - Mouri, Mourigram,Howrah, 711-302 (West Bengal)

## SCHEDULE

SCHEDULE					
P. S : PANCHALA		DISTRICT : HOWRAH		STATE : WEST BENGAL	
Sl. No.	Name of the Mouza	Khasra No. (R.S.)	Area		
			Hectare	Are	Sq.mtr.
1	2	3	4	5	6
1	BELDUBI - 30	166	00	01	40
		189	00	01	50
		192	00	00	20
		191	00	06	00
		1213	00	06	90
		183	00	02	20
		182/1163	00	02	90
		184	00	00	20
		278	00	02	40
		279	00	03	90
		181	00	02	00
		280	00	00	60
		178	00	01	70
		294	00	04	00
		301	00	05	40
		300/1222	00	04	60
		300	00	02	70
		298	00	02	90
		299	00	03	00
		311	00	06	00
		312	00	01	30
		313	00	01	50
		314/1223	00	03	70
		315	00	00	80
		635	00	00	20
		316	00	03	60
		317	00	03	60
		631/1229	00	01	70
		631	00	01	50

1	2	3	4	5	6
	BELDUBI - 30	632	00	03	60
	Contd.....	628	00	07	10
		897	00	00	70
		898	00	00	20
		4/1164	00	00	40
		916	00	02	90
		917	00	00	50
		918	00	02	90
		612	00	03	40
		611	00	02	40
		608	00	03	10
		607	00	03	20
		606	00	00	20
		363	00	00	20
		364	00	14	50
		378	00	07	60
		369	00	00	60
		377	00	04	70
		370	00	00	40
		374	00	08	60
		376	00	01	30
		1167	00	01	70
		446	00	10	50
		447	00	00	90
		448	00	00	40
		488	00	03	60
		491	00	01	50
		490	00	00	20
		450	00	00	40
		449	00	00	40

[ F.No. R-25011/12/2012-O.R.-I]

PAWAN KUMAR, Under Secy.

नई दिल्ली, 18 जनवरी, 2013

**का.आ.145.**—केन्द्रीय सरकार को लोकहित में यह आवश्यक प्रतीत होता है कि पश्चिम बंगाल राज्य में पारादीप(उड़ीसा) से दुर्गापुर (पश्चिम बंगाल) तक वाया हल्दिया एलपीजी गैस परिवहन के लिए इंडियन ऑयल कॉर्पोरेशन लिमिटेड के द्वारा एक पाइपलाइन बिछाई जानी चाहिए ;

और केन्द्रीय सरकार को ऐसी पाइपलाइन बिछाने के प्रयोजन के लिए यह आवश्यक प्रतीत होता है कि ऐसी भूमि में जो इस से उपाबद्ध अनुसूची में वर्णित है और जिसमें उक्त पाइपलाइन बिछाए जाने का प्रस्ताव है, उपयोग के अधिकार का अर्जन किया जाए ;

अतः अब, केन्द्रीय सरकार, पेट्रोलियम और खनिज पाइपलाइन्स (भूमि में उपयोग के अधिकार का अर्जन) अधिनियम, 1962 (1962 का 50) की धारा 3 की उपधारा (1) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, उस भूमि में उपयोग के अधिकार का अर्जन करने के अपने आशय की घोषणा करती है ;

कोई व्यक्ति, जो उक्त अनुसूची में वर्णित भूमि में हितबद्ध है, उस तारीख से जिसको इस अधिसूचना से युक्त भारत के राजपत्र की प्रतियाँ साधारण जनता को उपलब्ध करा दी जाती है, इक्कीस दिन के भीतर भूमि के नीचे पाइपलाइन बिछाए जाने के लिए उसमें उपयोग के अधिकार के अर्जन के सम्बन्ध में श्री एस.सी. सरकार, डब्ल्यू. बी. सी. एस. (प्रशासनिक) सेवानिवृत्त सक्षम प्राधिकारी, पारादीप — हल्दिया — दुर्गापुर एलपीजी पाइपलाइन एवम् पारादीप — हल्दिया — बरौनी पाइपलाइन ऑगमेंटेशन योजना, डाकघर दुईल्या, आन्दुल-मौरी, मौरीग्राम हावडा-711 302 (पश्चिम बंगाल) को लिखित रूप में आक्षेप भेज सकेगा।

## अनुसूची

पुलिस स्टेशन : मगरा जिला : हुगली राज्य : पश्चिम बंगाल					
क्रम सं.	मौजा का नाम	खसरा सं. (एल. आर.)	क्षेत्रफल		
			हेक्टेयर	एयर	वर्ग मी.
1	2	3	4	5	6
1	डिंगलहाट - 44	24	00	00	90
		23	00	00	20
		26	00	00	80
		27	00	00	80
		31	00	00	50
		41	00	02	00
		40 / 605	00	00	60
		38 / 588	00	00	20
		38 / 586	00	04	30
		38 / 587	00	01	60
		36 / 562	00	00	80
		38 / 600	00	00	20
		36	00	03	00
		36 / 563	00	00	80
		38 / 582	00	01	90
		37 / 566	00	02	90
		116	00	04	10
		141	00	00	80
		142	00	21	60
		168	00	02	10
		152	00	02	90
		220	00	03	00
		155	00	00	20

[फा. सं. आर-25011/14/2012-ओ.आर.-1]

पवन कुमार, अवर सचिव

New Delhi, the 18th January, 2013

**S.O. 145.—**Whereas, it appears to the Central Government that it is necessary in the public interest that for the transportation of Liquefied Petroleum Gas from Paradip (Odisha) to Durgapur (West Bengal) Via Haldia a pipeline should be laid in State of West Bengal by Indian Oil Corporation Limited.

And whereas, it appears to the Central Government that for the purpose of laying such pipeline, it is necessary to acquire the right of user in land under which the said pipeline is proposed to be laid and which is described in the Schedule annexed hereto;

Now, therefore, in exercise of the powers conferred by sub-section (1) of section 3 of the Petroleum and Minerals Pipelines (Acquisition of Right of User in Land) Act, 1962 (50 of 1962), the Central Government hereby declares its intention to acquire the right of user therein;

Any person interested in the land described in the said schedule may, within twenty one days from the date on which copies of the Gazette of India containing this notification are made available to the general public, object in writing to the acquisition of the right of user therein for laying of the pipeline under the land to Shri S.C.Sarkar, W.B.C.S (Exe.)Retd.Competent Authority Paradip – Haldia –Durgapur LPG Pipeline & Augmentation of Paradip – Haldia –Barauni Pipeline Project, P.O,Duillya, Andul - Mouri, Mourigram,Howrah, 711-302 (West Bengal)

## SCHEDULE

P. S : MAGRA		DISTRICT : HOOGHLY		STATE : WEST BENGAL	
Sl. No.	Name of the Mouzu	Khasra No. (L.R.)	Area		
			Hectare	Are	Sq.mtr.
1	2	3	4	5	6
1	DINGALHAT - 44	24	00	00	90
		23	00	00	20
		26	00	00	80
		27	00	00	80
		31	00	00	50
		41	00	02	00
		40/605	00	00	60
		38/588	00	00	20
		38/586	00	04	30
		38/587	00	01	60
		36/562	00	00	80
		38/600	00	00	20
		36	00	03	00
		36/563	00	00	80
		38/582	00	01	90
		37/566	00	02	90
		116	00	04	10
		141	00	00	80
		142	00	21	60
		168	00	02	10
		152	00	02	90
		220	00	03	00
		155	00	00	20

[F.No. R-25011/14/2012-O.R.-I]

PAWAN KUMAR. Under Secy.

नई दिल्ली, 18 जनवरी, 2013

**क्र.अ.146.**—केंद्रीय सरकार को लोकहित में यह आवश्यक प्रतीत होता है कि पश्चिम बंगाल राज्य में पारादीप(उड़ोसा) से दुर्गापुर (पश्चिम बंगाल) तक वाया हंल्दिया एलपीजी गैस परिवहन के लिए इंडियन ऑयल कॉर्पोरेशन लिमिटेड के द्वारा एक पाइपलाइन बिछाई जानी चाहिए।

और केंद्रीय सरकार को ऐसी पाइपलाइन बिछाने के प्रयोजन के लिए यह आवश्यक प्रतीत होता है कि ऐसी भूमि में जो इस से उपाबद्ध अनुसूची में वर्णित है और जिसमें उक्त पाइपलाइन बिछाए जाने का प्रस्ताव है, उपयोग के अधिकार का अर्जन किया जाए;

अतः अब, केन्द्रीय सरकार, पेट्रोलियम और खनिज पाइपलाइन्स (भूमि में उपयोग के अधिकार का अर्जन) अधिनियम, 1962 (1962 का 50) की धारा 3 की उपधारा (1) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, उस भूमि में उपयोग के अधिकार का अर्जन करने के अपने आशय की घोषणा करती है ;

कोई व्यक्ति, जो उक्त अनुसूची में वर्णित भूमि में हितबद्ध है, उस तारीख से जिससे इस अधिसूचना से युक्त भारत के राजपत्र की प्रतियाँ साधारण जनता को उपलब्ध करा दी जाती हैं, इक्कीस दिन के भीतर भूमि के नीचे पाइपलाइन बिछाए जाने के लिए उसमें उपयोग के अधिकार के अर्जन के सम्बन्ध में श्री एस.सी. सरकार, डब्ल्यू. बी. सी. एस. (प्रशासनिक) सेवानिवृत्त सहायक प्राधिकारी, पारादीप - हल्दिया - दुर्गापुर एलपीजी पाइपलाइन एवम् पारादीप - हल्दिया - कोरानी पाइपलाइन ऑगमेंटेशन योजना, डाकघर दुईल्या, आन्दुल-मौरी, मौरीग्राम हावड़ा-711 302 (पश्चिम बंगाल) को लिखित रूप में आक्षेप भेज सकेगा।

### अनुसूची

पुलिस स्टेशन : मेमारी		जिला : वर्द्धमान	राज्य : पश्चिम बंगाल		
क्रम सं.	मौजा का नाम	खसरा सं. (एल.आर.)	क्षेत्रफल		
			हेक्टेयर	एयर	वर्ग मी.
1	2	3	4	5	6
1	साहापुर - 49	220	00	00	30
		220/421	00	01	00
		200	00	01	80
		218	00	03	60
		201	00	09	50
		207	00	04	23
		206	00	04	60
		205	00	01	90
		191	00	03	70
		208	00	01	20
		189	00	04	60
		188	00	01	30
		187	00	06	30
		183	00	01	20
		226	00	01	60
		1112	00	00	40
		1111	00	03	20
		1110	00	01	00
		1108	00	10	70
		1107	00	02	20
		1106	00	01	50
		1105	00	00	20
2	नगरकोणा - 48	1112	00	00	40
		1111	00	03	20
		1110	00	01	00
		1108	00	10	70
		1107	00	02	20
		1106	00	01	50
		1105	00	00	20

1	2	3	4	5	6
	नगरकोणा - 48	778	00	02	50
	जारी.....	777	00	00	50
		779	00	01	80
		780	00	02	00
		776	00	00	20
		781	00	04	70
		785	00	01	80
		786	00	00	80
		787	00	03	40
		789	00	00	50
		790	00	00	20
		788	00	00	60
		791	00	03	30
		811	00	01	90
		810	00	01	60
		808	00	00	20
		812	00	02	30
		813	00	00	20
		814	00	00	60
		816	00	02	40
		817	00	00	20
		818	00	02	10
		819	00	00	20
		509	00	00	90
		822	00	03	10
		823	00	01	00
		824	00	00	40
		825	00	05	40
		487	00	00	60
		486	00	01	30
		483	00	00	80
		482	00	00	30
		481	00	04	40
		480	00	02	60
		469	00	01	20
		470	00	00	20
		466	00	02	10
		467	00	00	30
		462	00	00	20

1	2	3	4	5	6
	नगरकोणा - 48	463	00	02	20
	जारी.....	465	00	00	20
		464	00	00	20
		461	00	00	80
		460	00	03	40
		458	00	00	30
		459	00	02	90
		404	00	01	30
		398	00	01	80
		395	00	02	90
		397	00	00	20
		392	00	00	20
		394	00	01	80
		393	00	00	40
		373	00	02	90
		354	00	02	40
		355	00	00	20
		353	00	00	20
		374	00	00	20
		371	00	02	70
		372	00	00	30
		369	00	01	00
		364	00	03	30
		363	00	01	80
		295	00	02	20
		246	00	00	40
		296	00	06	20
		297	00	03	10
		298	00	00	40
3	कोडारपाडा - 41	184	00	13	80
		170	00	01	70
		169	00	02	00
		171	00	00	20
		167	00	04	20
		166	00	01	70

[फा. सं. आर.-25011/16/2012-ओ.आर.-1]

पवन कुमार, अवर सचिव

New Delhi, the 18th January, 2013

**S.D. 146—**Whereas, it appears to the Central Government that it is necessary in the public interest that for the transportation of Liquefied Petroleum Gas from Paradip (Odisha) to Durgapur (West Bengal) Via Haldia a pipeline should be laid in State of West Bengal by Indian Oil Corporation Limited.

And whereas, it appears to the Central Government that for the purpose of laying such pipeline, it is necessary to acquire the right of user in land under which the said pipeline is proposed to be laid and which is described in the Schedule annexed hereto;

Now, therefore, in exercise of the powers conferred by sub-section (1) of section 3 of the Petroleum and Minerals Pipelines (Acquisition of Right of User in Land) Act, 1962 (50 of 1962), the Central Government hereby declares its intention to acquire the right of user therein;

Any person interested in the land described in the said schedule may, within twenty one days from the date on which copies of the Gazette of India containing this notification are made available to the general public, object in writing to the acquisition of the right of user therein for laying of the pipeline under the land to Shri S.C.Sarkar, W.B.C.S (Exe.)Retd.Competent Authority Paradip – Haldia –Durgapur LPG Pipeline & Augmentation of Paradip – Haldia –Barauni Pipeline Project, P.O,Duillya, Andul - Mouri, Mourigram,Howrah, 711-302 (West Bengal)

## SCHEDULE

P S: MEMARI		DISTRICT : HOWRAH		STATE : WEST BENGAL			
Sl. No.	Name of the Mouza	Khasra No. (L.R)	Area				
			Hectare	Are	Sq.mtr.		
1	2	3	4	5	6		
1	SAHAPUR - 49	220	00	00	30		
		220/421	00	01	00		
		200	00	01	80		
		218	00	03	60		
		201	00	09	50		
		207	00	04	23		
		206	00	04	60		
		205	00	01	90		
		191	00	03	70		
		208	00	01	20		
		189	00	04	60		
		188	00	01	30		
		187	00	06	30		
		183	00	01	20		
		226	00	01	60		
		2	NAGARKONA - 48	1112	00	00	40
				1111	00	03	20
				1110	00	01	00
				1108	00	10	70
1107	00			02	20		
1106	00			01	50		
1105	00			00	20		
778	00			02	50		
777	00			00	50		
779	00			01	80		
780	00			02	00		
776	00	00	20				
781	00	04	70				
785	00	01	80				
786	00	00	80				

1	2	3	4	5	6
	NAGARKONA - 48	787	00	03	40
	Contd...	789	00	00	50
		790	00	00	20
		788	00	00	60
		791	00	03	30
		811	00	01	90
		810	00	01	60
		808	00	00	20
		812	00	02	30
		813	00	00	20
		814	00	00	60
		816	00	02	40
		817	00	00	20
		818	00	02	10
		819	00	00	20
		509	00	00	90
		822	00	03	10
		823	00	01	00
		824	00	00	40
		825	00	05	40
		487	00	00	60
		486	00	01	30
		483	00	00	80
		482	00	00	30
		481	00	04	40
		480	00	02	60
		469	00	01	20
		470	00	00	20
		466	00	02	10
		467	00	00	30
		462	00	00	20
		463	00	02	20
		465	00	00	20
		464	00	00	20
		461	00	00	80
		460	00	03	40
		458	00	00	30
		459	00	02	90

1	2	3	4	5	6
	NAGARKONA - 48	404	00	01	30
	Contd...	398	00	01	80
		395	00	02	90
		397	00	00	20
		392	00	00	20
		394	00	01	80
		393	00	00	40
		373	00	02	90
		354	00	02	40
		355	00	00	20
		353	00	00	20
		374	00	00	20
		371	00	02	70
		372	00	00	30
		369	00	01	00
		364	00	03	30
		363	00	01	80
		295	00	02	20
		246	00	00	40
		296	00	06	20
		297	00	03	10
		298	00	00	40
3	KONARPARA - 41	184	00	13	80
		170	00	01	70
		169	00	02	00
		171	00	00	20
		167	00	04	20
		166	00	01	70

[F.No. R-25011/16/2012-O.R.-I]

PAWAN KUMAR, Under Secy.

नई दिल्ली, 18 जनवरी, 2013

**का.आ.147.—**केन्द्रीय सरकार को लोकहित में यह आवश्यक प्रतीत होता है कि पश्चिम बंगाल राज्य में पारादीप(उड़ीसा) से दुर्गापुर (पश्चिम बंगाल) तक वाया हल्दिया एलपीजी गैस परिवहन के लिए इंडियन ऑयल कॉर्पोरेशन लिमिटेड के द्वारा एक पाइपलाइन बिछाई जानी चाहिए ;

और केन्द्रीय सरकार को ऐसी पाइपलाइन बिछाने के प्रयोजन के लिए यह आवश्यक प्रतीत होता है कि ऐसी भूमि में जो इस से उपाबद्ध अनुसूची में वर्णित है और जिसमें उक्त पाइपलाइन बिछाए जाने का प्रस्ताव है, उपयोग के अधिकार का अर्जन किया जाए ;

अतः अब, केन्द्रीय सरकार, पेट्रोलियम और खनिज पाइपलाइन्स (भूमि में उपयोग के अधिकार का अर्जन) अधिनियम, 1962 (1962 का 50) की धारा 3 की उपधारा (1) द्वारा प्रदत्त

शक्तियों का प्रयोग करते हुए, उस भूमि में उपयोग के अधिकार का अर्जन करने के अपने आशय की घोषणा करती है ;

कोई व्यक्ति, जो उक्त अनुसूची में वर्णित भूमि में हितबद्ध है, उस तारीख से जिसको इस अधिसूचना से युक्त भारत के राजपत्र की प्रतियाँ साधारण जनता को उपलब्ध करा दी जाती हैं, इक्कीस दिन के भीतर भूमि के नीचे पाइपलाइन बिछाए जाने के लिए उसमें उपयोग के अधिकार के अर्जन के सम्बन्ध में श्री एस.सी. सरकार, डब्ल्यू. बी. सी. एस. (प्रशासनिक) सेवानिवृत्त सक्षम प्राधिकारी, पारादीप - हल्दिया - दुर्गापुर एलपीजी पाइपलाइन एवम् पारादीप - हल्दिया - बरौनी पाइपलाइन ऑगमेंटेशन योजना, डाकघर दुईल्या, आन्दुल-मौरी, मौरीग्राम हावड़ा-711 302 (पश्चिम बंगाल) को लिखित रूप में आक्षेप भेज सकेगा।

### अनुसूची

पुलिस स्टेशन : मगरा जिला : हुगली राज्य : पश्चिम बंगाल					
क्रम सं.	मौजा का नाम	खसरा सं. (आर.एस.)	क्षेत्रफल		
			हेक्टेयर	एयर	वर्ग मी.
1	2	3	4	5	6
1	बांशबाडिया - 53	269	00	11	90
		241	00	02	40
		242	00	07	20
		118	00	02	70
		150	00	00	20
		575	00	00	90
		301	00	02	20
		258	00	00	40
		243	00	08	70
		245	00	02	80
		244	00	10	50
		272	00	00	50
		247	00	01	70
		274	00	00	20
		273	00	04	20
		275	00	01	00
		136	00	01	50
		271	00	05	60
		253	00	01	70

[फा. सं. आर.-25011/14/2012-ओ.आर.-1]

पवन कुमार, अवर सचिव.

New Delhi, the 18th January, 2013

**S.O. 147.—**Whereas, it appears to the Central Government that it is necessary in the public interest that for the transportation of Liquefied Petroleum Gas from Paradip (Odisha) to Durgapur (West Bengal) Via Haldia, a pipeline should be laid in State of West Bengal by Indian Oil Corporation Limited.

And whereas, it appears to the Central Government that for the purpose of laying such pipeline, it is necessary to acquire the right of user in land under which the said pipeline is proposed to be laid and which is described in the Schedule annexed hereto;

Now, therefore, in exercise of the powers conferred by sub-section (1) of section 3 of the Petroleum and Minerals Pipelines (Acquisition of Right of User in Land) Act, 1962 (50 of 1962), the Central Government hereby declares its intention to acquire the right of user therein;

Any person interested in the land described in the said schedule may, within twenty one days from the date on which copies of the Gazette of India containing this notification are made available to the general public, object in writing to the acquisition of the right of user therein for laying of the pipeline under the land to Shri S.C.Sarkar, W.B.C.S (Exe.)Retd.Competent Authority Paradip – Haldia –Durgapur LPG Pipeline & Augmentation of Paradip – Haldia –Barauni Pipeline Project, P.O,Duillya, Andul - Mouri, Mourigram,Howrah, 711-302 (West Bengal)

**SCHEDULE**

P. S : MAGRA		DISTRICT : HOOGHLY		STATE : WEST BENGAL	
Sl. No.	Name of the Mouza	Khasra No. (R.S.)	Area		
			Hectare	Are	Sq.mtr.
1	2	3	4	5	6
1	BANSBERIA - 53	269	00	11	90
		241	00	02	40
		242	00	07	20
		118	00	02	70
		150	00	00	20
		575	00	00	90

1	2	3	4	5	6
1	BANBERIA-53 Comid...	301	00	02	20
		258	00	00	40
		243	00	08	70
		245	00	02	80
		244	00	10	50
		272	00	00	50
		247	00	01	70
		274	00	00	20
		273	00	04	20
		275	00	01	00
		136	00	01	50
		271	00	05	60
		253	00	01	70

[F.No. R-25011/14/2012-O.R.-I]

PAWAN KUMAR, Under Secy.

नई दिल्ली, 18 जनवरी, 2013

**क्र.आ.148.**— केन्द्रीय सरकार को लोकहित में यह आवश्यक प्रतीत होता है कि पश्चिम बंगाल राज्य में पारादीप(उड़ीसा) से दुर्गापुर (पश्चिम बंगाल) तक वाया हल्दिया एलपीजी गैस परिवहन के लिए इंडियन ऑयल कॉर्पोरेशन लिमिटेड के द्वारा एक पाइपलाइन बिछाई जानी चाहिए ;

और केन्द्रीय सरकार को ऐसी पाइपलाइन बिछाने के प्रयोजन के लिए यह आवश्यक प्रतीत होता है कि ऐसी भूमि में जो इस से उपाबद्ध अनुसूची में वर्णित है और जिसमें उक्त पाइपलाइन बिछाए जाने का प्रस्ताव है, उपयोग के अधिकार का अर्जन किया जाए ;

अतः अब, केन्द्रीय सरकार, पेट्रोलियम और खनिज पाइपलाइन्स (भूमि में उपयोग के अधिकार का अर्जन) अधिनियम, 1962 (1962 का 50) की धारा 3 की उपधारा (1) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, उस भूमि में उपयोग के अधिकार का अर्जन करने के अपने आशय की घोषणा करती है ;

कोई व्यक्ति, जो उक्त अनुसूची में वर्णित भूमि में हितबद्ध है, उस तारीख से जिसको इस अधिसूचना से युक्त भारत के राजपत्र की प्रतियाँ साधारण जनता को उपलब्ध करा दी जाती है, इक्कीस दिन के भीतर भूमि के नीचे पाइपलाइन बिछाए जाने के लिए उसमें उपयोग के अधिकार के अर्जन के सम्बन्ध में श्री एस.सी. सरकार, डब्ल्यू. बी. सी. एस. (प्रशासनिक) सेवानिवृत्त राक्षम प्राधिकारी, पारादीप -- हल्दिया -- दुर्गापुर एलपीजी पाइपलाइन एवम् पारादीप -- हल्दिया -- बरोनी. पाइपलाइन ऑगमेंटेशन योजना, डाकघर दुईल्या, आन्दुल-मौरी, मौरीग्राम हावड़ा-711 302 (पश्चिम बंगाल) को लिखित रूप में आक्षेप भेज सकेगा।

## अनुसूची

पुलिस स्टेशन : सुताहाटा - I जिला : पूर्व मेदिनीपुर राज्य : पश्चिम बंगाल					
क्रम सं.	मौजा का नाम	खसरा सं. (आर.एस.)	क्षेत्रफल		
			हेक्टेयर	एयर	वर्ग मी.
1	2	3	4	5	6
1	कसबेडे - 146	449	00	05	40
		417	00	01	20
		416	00	02	00
		351	00	11	90
		350	00	03	90
		352	00	00	80
		341	00	00	50
		357	00	01	30
		349	00	01	10
		1755	00	04	60
		359	00	00	50
		1749	00	00	40
		360	00	06	50
		363	00	04	80
		98	00	00	60
		97	00	03	10
		96	00	04	50
		162	00	00	20
		169	00	01	00
		171	00	03	30
		170	00	00	70
		1729	00	00	30
		240	00	03	00
		178	00	03	70
		179	00	01	20
		183	00	00	50
		180	00	00	20
		187	00	02	00
		186	00	02	50
2	डि: शिवरामनगर - 95	484	00	02	00

1	2	3	4	5	6
	डि: शिवरामनगर — 95	483	00	01	30
	जारी.....	480	00	00	30
		477	00	02	20
		470	00	01	30
		476	00	01	10
		460	00	00	50
		461	00	03	20
		455	00	01	30
		454	00	01	00
		444	00	03	10
		443	00	01	80
		442	00	01	60
		479	00	00	20
		440	00	00	20
		438	00	00	20
		1016	00	01	20
		1015	00	01	10
		1014	00	00	50

[फा. सं. आर-25011/23/2012-ओ.आर-1]

पवन कुमार, अवर सचिव

New Delhi, the 18th January, 2013

**S.D. 148.—Whereas**, it appears to the Central Government that it is necessary in the public interest that for the transportation of Liquefied Petroleum Gas from Paradip (Odisha) to Durgapur (West Bengal) Via Haldia a pipeline should be laid in State of West Bengal by Indian Oil Corporation Limited.

And whereas, it appears to the Central Government that for the purpose of laying such pipeline, it is necessary to acquire the right of user in land under which the said pipeline is proposed to be laid and which is described in the Schedule annexed hereto;

Now, therefore, in exercise of the powers conferred by sub-section (1) of section 3 of the Petroleum and Minerals Pipelines (Acquisition of Right of User in Land) Act, 1962 (50 of 1962), the Central Government hereby declares its intention to acquire the right of user therein;

Any person interested in the land described in the said schedule may, within twenty one days from the date on which copies of the Gazette of India containing this notification are made available to the general public, object in writing to the acquisition of the right of user therein for laying of the pipeline under the land to Shri S.C.Sarkar, W.B.C.S (Exe.)Retd.Competent Authority Paradip – Haldia –Durgapur LPG Pipeline & Augmentation of Paradip – Haldia –Barauni Pipeline Project, P.O,Duillya, Andul - Mouri, Mourigram,Howrah, 711-302 (West Bengal)

## SCHEDULE

P.S : SUTHAHATA - I DISTRICT : PURBA MEDINIPUR STATE : WEST BENGAL					
Sl. No.	Name of the Mouza	Khasr. No. (R.S.)	Area		
			Hectare	Are	Sq.mtr.
1	2	3	4	5	6
1	KASBERE - 146	449	00	05	40
		417	00	01	20
		416	00	02	00
		351	00	11	90
		350	00	03	90
		352	00	00	80
		341	00	00	50
		357	00	01	30
		349	00	01	10
		1755	00	04	60
		359	00	00	50
		1749	00	00	40
		360	00	06	50
		363	00	04	80
		98	00	00	60
		97	00	03	10
		96	00	04	50
		162	00	00	20
		169	00	01	00
		171	00	03	30
		170	00	00	70
		1729	00	00	30
		240	00	03	00

1	2	3	4	5	6
1	KASBERG - 146	178	00	03	70
		179	00	01	20
		183	00	00	50
		180	00	00	20
		187	00	02	00
		186	00	02	50
2	DIH SHIBRAMNAGAR - 95	484	00	02	00
		483	00	01	30
		480	00	00	30
		477	00	02	20
		470	00	01	30
		476	00	01	10
		460	00	00	50
		461	00	03	20
		455	00	01	30
		454	00	01	00
		444	00	03	10
		443	00	01	80
		442	00	01	60
		479	00	00	20
		440	00	00	20
		438	00	00	20
		1016	00	01	20
		1015	00	01	10
		1014	00	00	50

[F.No. R-25011/23/2012-O.R.-I]

PAWAN KUMAR, Under Secy.

**श्रम और रोजगार मंत्रालय**

नई दिल्ली, 21 दिसम्बर, 2012

**क्र.आ. 149.**—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में केन्द्रीय सरकार दक्षिण पूर्व मध्य रेलवे के प्रबंधन के संबद्ध नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण/श्रम न्यायालय, नागपुर के पंचाट (संदर्भ संख्या 92/2007) को प्रकाशित करती है, जो केन्द्रीय सरकार को 21-12-2012 को प्राप्त हुआ था।

[सं. एल-41012/41/2005-आई आर (बी-1)]

सुरेन्द्र कुमार, अनुभाग अधिकारी

**MINISTRY OF LABOUR AND EMPLOYMENT**

New Delhi, the 21st December, 2012

**S.O.149.**—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award (Ref. 92/2007) of the Central Government Industrial Tribunal-cum-Labour Court, Nagpur as shown in the Annexure, in the Industrial Dispute between the management of South East Central Railway and their workman, which was received by the Central Government on 21-12-2012.

[No.L-41012/41/2005-IR (B-I)]

SURENDRA KUMAR, Section Officer

**ANNEXURE****CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL,  
NAGPUR**

No. CGIT/NGP/92/2007

Dated 6-12-2012

Both the parties are absent on calls. None appears on behalf of either of the parties. The union representative is absent. No statement of claim is filed.

Perused the record. On the previous date, a last chance was given to the petitioner to file the statement of claim. In spite of the same, no statement of claim has been filed. It appears from record that the petitioner is not interested to proceed with the case. Hence, the case is closed. Put up later on for award.

**Party No.1 :** The Sr. Divisional Commercial Manager, South East Central Railway, Nagpur Division, Nagpur (MS).

V/s

**Party No. 2 :** The General Secretary, Parcel Porter Sanghatna,

South East Central Railway,  
New Mankapur, Plot No. 37,  
Mhada Colony,  
Nagpur-30(MS).

**AWARD**

(Dated: 6th December, 2012)

In exercise of the powers conferred by clause (d) of sub-section (1) and sub-section 2(A) of Section 10 of Industrial Disputes Act, 1947 (14 of 1947) ("the Act" in short), the Central Government had referred the industrial dispute between the employers, in relation to the management of South East Central Railway and their workman, Shri Murlidhar Gomaji Chawde, for adjudication, as per letter No.L-41012/41/2005-IR(B-I) dated 15-11-2007, for adjudication with the following schedule :—

"Whether the Parcel Porters/Hammal are workmen of the Railway Administration? If so, whether the action of the management of South East Central Railway, Nagpur Division, Nagpur (MS) in terminating/stopping from the services of Shri Murlidhar Gomaji Chawde, Parcel Porter, is proper and justified? If not, what relief the Parcel Porter is entitled to?"

2. On receipt of the reference, parties were noticed to file their respective statement of claim and written statement. In spite of appearance of the parties in the case and several adjournments of the reference, neither any statement of claim nor written statement was filed.

3. It is well settled that if a party challenges the legality of an order, the burden lies upon him to prove the illegality of the order and if no evidence is produced, the Party invoking the jurisdiction of the Court must fail. Whenever a workman raises a dispute challenging the validity of the termination of the service, it is imperative for him to file written statement before the Industrial Court setting out grounds on which the order is challenged and he must also produce evidence to prove his case. If the workman fails to appear or file written statement or produce evidence, the dispute referred by the Government cannot be answered in his favour and he would not be entitled to any relief.

4. Applying the above principles to the present case in hand, it is found that no statement of claim has been filed by the petitioner in spite of giving sufficient scope for the same and no evidence has been produced in support of his claim, the workman is not entitled to any relief. Hence, it is ordered:—

**ORDER**

The reference is answered against the workman. The workman is not entitled to any relief.

J.P. CHAND, Presiding Officer

नई दिल्ली, 21 दिसम्बर, 2012

## AWARD

(Dated : 6th December, 2012)

**का.आ. 150.**—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में केन्द्रीय सरकार दक्षिण पूर्व मध्य रेलवे के प्रबंधन के संबंध में नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण/श्रम न्यायालय, नागपुर के पंचाट (संदर्भ संख्या 93/2007) को प्रकाशित करती है, जो केन्द्रीय सरकार को 21-12-2012 को प्राप्त हुआ था।

[सं. एल-41012/103/2005 आई आर (बी-1)]

सुरेन्द्र कुमार, अनुभाग अधिकारी

New Delhi, the 21st December, 2012

**S.O.150.**—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award (Ref. No. 93/2007) of the Central Government Industrial Tribunal-cum-Labour Court, Nagpur as shown in the Annexure, in the Industrial Dispute between the management of South East Central Railway and their workman, received by the Central Government on 21-12-2012.

[No. L-41012/103/2005-IR (B-I)]

SURENDRA KUMAR, Section Officer

## ANNEXURE

CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL,  
NAGPUR

No. CGIT/NGP/93/2007

Dated 6-12-2012

Both the parties are absent on calls. None appears on behalf of either of the parties. The union representative is absent. No statement of claim is filed.

Perused the record. On the previous date, a last chance was given to the petitioner to file the statement of claim. In spite of the same, no statement of claim has been filed. It appears from record that the petitioner is not interested to proceed with the case. Hence, the case is closed. Put up later on for award.

**Party No. 1 :** The Sr. Divisional Commercial Manager, South East Central Railway, Nagpur Division, Nagpur (MS).

V/s

**Party No. 2 :** The General Secretary, Parcel Porter Sanghatna, South East Central Railway, New Mankapur, Plot No. 37, Mhada Colony, Nagpur-30 (MS).

In exercise of the powers conferred by clause (d) of sub-section (1) and sub-section 2(A) of Section 10 of Industrial Disputes Act, 1947 (14 of 1947) ("the Act" in short), the Central Government had referred the industrial dispute between the employers, in relation to the management of South East Central Railway and their workman, Shri Vinod Jagdish Meshram, for adjudication, as per letter No. L- 41012/103/2005-IR (B-1) dated 13-11-2007, for adjudication with the following schedule :—

"Whether the Parcel Porters/Hammal are workmen of the Railway Administration? If so, whether the action of the management of South East Central Railway, Nagpur Division, Nagpur (MS) in terminating stopping from the services of Shri Vinod Jagdish Meshram, Parcel Porter, w.e.f. 3-1-2005 is proper and justified? If not, what relief the Parcel Porter is entitled to?"

2. On receipt of the reference, parties were noticed to file their respective statement of claim and written statement. In spite of appearance of the parties in the case and several adjournments of the reference, neither any statement of claim nor written statement was filed.

3. It is well settled that if a party challenges the legality of an order, the burden lies upon him to prove the illegality of the order and if no evidence is produced, the Party invoking the jurisdiction of the Court must fail. Whenever a workman raises a dispute challenging the validity nor written statement was filed, of the termination of the service, it is imperative for him to file written statement before the Industrial Court setting out grounds on which the order is challenged and he must also produce evidence to prove his case. If the workman fails to appear or file written statement or produce evidence, the dispute referred by the Government cannot be answered in his favour and he would not be entitled to any relief.

4. Applying the above principles to the present case in hand, it is found that no statement of claim has been filed by the petitioner in spite of giving sufficient scope for the same and no evidence has been produced in support of his claim, the workman is not entitled to any relief. Hence, it is ordered:—

## ORDER

The reference is answered against the workman. The workman is not entitled to any relief.

J. P. CHAND, Presiding Officer

नई दिल्ली, 21 दिसम्बर, 2012

का.आ. 151.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में केन्द्रीय सरकार दक्षिण पूर्व मध्य रेलवे के प्रबंधन के संबद्ध नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण/श्रम न्यायालय, नागपुर के पंचाट (संदर्भ संख्या 88/2007) को प्रकाशित करती है, जो केन्द्रीय सरकार को 21-12-2012 को प्राप्त हुआ था।

[सं. एल-41012/93/2005-आई आर (बी-1)]

सुरेन्द्र कुमार, अनुभाग अधिकारी

New Delhi, the 21st December, 2012

S.O.151.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award (Ref. No. 88/2007) of the Central Government Industrial Tribunal-cum-Labour Court, Nagpur as shown in the Annexure, in the Industrial Dispute between the management of South East Central Railway, Nagpur Division and their workmen, received by the Central Government on 21-12-2012.

[No. L-41012/93/2005-IR (B-1)]

SURENDRA KUMAR, Section Officer

## ANNEXURE

CENTRAL GOVERNMENT INDUSTRIAL  
TRIBUNAL, NAGPUR

No. CGIT/NGP/88/2007

Dated 6-12-2012

Both the parties are absent on calls. None appears on behalf of either of the parties. The union representative is absent. None appears to move the petition filed on 10-9-2012 on behalf of the petitioner. Hence the said petition is rejected as not pressed.

No statement of claim is filed.

Perused the record. On the previous date, a last chance was given to the petitioner to file the statement of claim. In spite of the same, no statement of claim has been filed. It appears from record that the petitioner is not interested to proceed with the case. Hence, the case is closed. Put up later on for award.

Party No. 1 : The Sr. Divisional Commercial  
Manager, South East Central Railway,  
Nagpur Division,  
Nagpur (MS).

V/s

Party No. 2 : The General Secretary,  
Parcel Porter Sanghatna,  
South East Central Railway,  
New Mankapur, Plot No. 37,  
Mhada Colony,  
Nagpur-30 (MS).

## AWARD

(Dated : 6th December, 2012)

In exercise of the powers conferred by clause (d) of sub-section (1) and sub-section 2(A) of Section 10 of Industrial Disputes Act, 1947 (14 of 1947) ("the Act" in short), the Central Government had referred the industrial dispute between the employers, in relation to the management of South East Central Railway and their workman, Shri Milind Jairam Bhowate, for adjudication, as per letter No. L-41012/93/2005-IR(B-1) dated 13-11-2007, for adjudication with the following schedule :—

"Whether the Parcel Porters/Hammal are workmen of the Railway Administration? If so, whether the action of the management of South East Central Railway, Nagpur Division, Nagpur (MS) in terminating/stopping from the services of Shri Milind Jairam Bhowate, Parcel Porter, w.e.f. 3-1-2005 is proper and justified? If not, what relief the Parcel Porter is entitled to?"

2. On receipt of the reference, parties were noticed to file their respective statement of claim and written statement. In spite of appearance of the parties in the case and several adjournments of the reference, neither any statement of claim nor written statement was filed.

3. It is well settled that if a party challenges the legality of an order, the burden lies upon him to prove the illegality of the order and if no evidence is produced, the Party invoking the jurisdiction of the Court must fail. Whenever a workman raises a dispute challenging the validity of the termination of the service, it is imperative for him to file written statement before the Industrial Court setting out grounds on which the order is challenged and he must also produce evidence to prove his case. If the workman fails to appear or file written statement or produce evidence, the dispute referred by the Govt. cannot be answered in his favour and he would not be entitled to any relief.

4. Applying the above principles to the present case in hand, it is found that no statement of claim has been filed by the petitioner in spite of giving sufficient scope for the same and no evidence has been produced in support of his claim, the workman is not entitled to any relief. Hence, it is ordered:—

## ORDER

The reference is answered against the workman. The workman is not entitled to any relief.

J. P. CHAND, Presiding Officer

नई दिल्ली, 21 दिसम्बर, 2012

**क्र.आ. 152**.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में केन्द्रीय सरकार दक्षिण पूर्व मध्य रेलवे के प्रबंधन के संबद्ध नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण/त्रय न्यायालय, नागपुर के पंचाट (संदर्भ संख्या 91/2007) को प्रकाशित करती है, जो केन्द्रीय सरकार को 21-12-2012 को प्राप्त हुआ था।

[सं. एल-41012/40/2005-आई आर (बी-1)]  
सुरेन्द्र कुमार, अनुभाग अधिकारी

New Delhi, the 21st December, 2012

**S.O.152.**—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award (Ref. No. 91/2007) of the Central Government Industrial Tribunal-cum-Labour Court, Nagpur now as shown in the Annexure, in the Industrial Dispute between the management of South East Central Railway and their workmen, received by the Central Government on 21-12-2012.

[No. L-41012/40/2005-IR (B-I)]

SURENDRA KUMAR, Section Officer

**ANNEXURE****CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL, NAGPUR****No. CGIT/NGP/91/2007****Dated 6-12-2012**

Both the parties are absent on calls. None appears on behalf of either of the parties. The union representative is absent. No statement of claim is filed.

Perused the record. On the previous date, a last chance was given to the petitioner to file the statement of claim. In spite of the same, no statement of claim has been filed. It appears from record that the petitioner is not interested to proceed with the case. Hence, the case is closed. Put up later on for award.

**Party No. 1 :** The Sr. Divisional Commercial Manager,  
South East Central Railway,  
Nagpur Division,  
Nagpur (MS).

V/s

**Party No. 2 :** The General Secretary,  
Parcel Porter Sanghatna,  
South East Central Railway,  
New Mankapur, Plot No. 37,  
Mhada Colony,  
Nagpur-30 (MS).

**AWARD**

(Dated: 6th December, 2012)

In exercise of the powers conferred by clause (d) of sub-section (1) and sub-section 2(A) of Section 10 of Industrial Disputes Act, 1947 (14 of 1947) ("the Act" in short), the Central Government had referred the industrial dispute between the employers, in relation to the management of South East Central Railway and their workman, Shri Mahesh Bharatlal Prajapati, for adjudication, as per letter No. L-41012/40/2005-IR (B-I) dated 15-11-2007, for adjudication with the following schedule :—

"Whether the Parcel Porters/Hammal are workmen of the Railway Administration ? If so, whether the action of the management of South East Central Railway, Nagpur Division, Nagpur (MS) in terminating/stopping from the services of Shri Mahesh Bharatlal Prajapati, Parcel Porter, is proper and justified ? If not, what relief the Parcel Porter is entitled to ?"

2. On receipt of the reference, parties were noticed to file their respective statement of claim and written statement. In spite of appearance of the parties in the case and several adjournments of the reference, neither any statement of claim nor written statement was filed.

3. It is well settled that if a party challenges the legality of an order, the burden lies upon him to prove the illegality of the order and if no evidence is produced, the Party invoking the jurisdiction of the Court must fail. Whenever a workman raises a dispute challenging the validity of the termination of the service, it is imperative for him to file written statement before the Industrial Court setting out grounds on which the order is challenged and he must also produce evidence to prove his case. If the workman fails to appear or file written statement or produce evidence, the dispute referred by the Govt. cannot be answered in his favour and he would not be entitled to any relief.

4. Applying the above principles to the present case in hand, it is found that no statement of claim has been filed by the petitioner in spite of giving sufficient scope for the same and no evidence has been produced in support of his claim, the workman is not entitled to any relief. Hence, it is ordered :—

**ORDER**

The reference is answered against the workman. The workman is not entitled to any relief.

J.P. CHAND, Presiding Officer

नई दिल्ली, 26 दिसम्बर, 2012

## AWARD

(Dated: 6th December, 2012)

का.आ.153.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में केन्द्रीय सरकार दक्षिण पूर्व मध्य रेलवे के प्रबंधन के संबद्ध नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण/श्रम न्यायालय, नागपुर के पंचाट (संदर्भ संख्या 86/2007) को प्रकाशित करती है, जो केन्द्रीय सरकार को 26-12-2012 को प्राप्त हुआ था।

[सं. एल-41012/30/2005-आई आर (बी-1)]

सुरेन्द्र कुमार, अनुभाग अधिकारी

New Delhi, the 26th December, 2012

S.O. 153.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award (Ref. No. 86/2007) of the Central Government Industrial Tribunal-cum-Labour Court, Nagpur now as shown in the Annexure, in the Industrial Dispute between the management of South East Central Railway and their workmen, received by the Central Government on 26-12-2012.

[No. L-41012/30/2005-IR (B-I)]

SURENDRA KUMAR, Section Officer

## ANNEXURE

CENTRAL GOVERNMENT INDUSTRIAL  
TRIBUNAL, NAGPUR

No. CGIT/NGP/86/2007

Dated 6-12-2012

Both the parties are absent on calls. None appears on behalf of either of the parties. The union representative is absent. No statement of claim is filed.

Perused the record. On the previous date, a last chance was given to the petitioner to file the statement of claim. In spite of the same, no statement of claim has been filed. It appears from record that the petitioner is not interested to proceed with the case. Hence, the case is closed. Put up later on for award.

Party No. 1 : The Sr. Divisional Commercial  
Manager, South East Central  
Railway, Nagpur Division,  
Nagpur (MS).

V/s

Party No. 2 : The General Secretary,  
Parcel Porter Sanghatna,  
South East Central Railway,  
New Mankapur, Plot No. 37,  
Mhada Colony,  
Nagpur-30(MS).

In exercise of the powers conferred by clause (d) of sub-section (1) and sub-section 2(A) of Section 10 of Industrial Disputes Act, 1947 (14 of 1947) ("the Act" in short), the Central Government had referred the industrial dispute between the employers, in relation to the management of South East Central Railway and their workman, Shri Shailesh Shravan Bagade, for adjudication, as per letter No.L-41012/30/2005-IR(B-1) dated 16-11-2007, for adjudication with the following schedule :-

"Whether the Parcel Porters/Hammal are workmen of the Railway Administration ? If so, whether the action of the management of South East Central Railway, Nagpur Division, Nagpur (MS) in terminating/stopping from the services of Shri Shailesh Shravan Bagade, Parcel Porter, is proper and justified ? If not, what relief the Parcel Porter is entitled to ?"

2. On receipt of the reference, parties were noticed to file their respective statement of claim and written statement. In spite of appearance of the parties in the case and several adjournments of the reference, neither any statement of claim nor written statement was filed.

3. It is well settled that if a party challenges the legality of an order, the burden lies upon him to prove the illegality of the order and if no evidence is produced, the Party invoking the jurisdiction of the Court must fail. Whenever a workman raises a dispute challenging the validity of the termination of the service, it is imperative for him to file written statement before the Industrial Court setting out grounds on which the order is challenged and he must also produce evidence to prove his case. If the workman fails to appear or file written statement or produce evidence, the dispute referred by the Govt. cannot be answered in his favour and he would not be entitled to any relief.

4. Applying the above principles to the present case in hand, it is found that no statement of claim has been filed by the petitioner in spite of giving sufficient scope for the same and no evidence has been produced in support of his claim, the workman is not entitled to any relief. Hence, it is ordered :-

## ORDER

The reference is answered against the workman. The workman is not entitled to any relief.

J.P. CHAND, Presiding Officer

नई दिल्ली, 26 दिसम्बर, 2012

का.आ. 154.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में केन्द्रीय सरकार दक्षिण पूर्व मध्य

रेलवे के प्रबंधन के संबद्ध नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण/श्रम न्यायालय, नागपुर के पंचाट (संदर्भ संख्या 62/2007) को प्रकाशित करती है, जो केन्द्रीय सरकार को 26-12-2012 को प्राप्त हुआ था।

[सं. एल-41012/42/2005-आई आर (बी-1)]

सुरेन्द्र कुमार, अनुभाग अधिकारी

New Delhi, the 26th December, 2012

**S.O. 154.**—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award (Ref. No. 62/2007) of the Central Government Industrial Tribunal-cum-Labour Court, Nagpur now as shown in the Annexure, in the Industrial Dispute between the management of South East Central Railway and their workman, received by the Central Government on 26-12-2012.

[No. L-41012/42/2005-IR (B-I)]

SURENDRA KUMAR, Section Officer

#### ANNEXURE

#### CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL, NAGPUR

No. CGIT/NGP/62/2007

Dated 6-12-2012

Both the parties are absent on calls. None appears on behalf of either of the parties. The union representative is absent.

On perusal of the record, it is found that the statement of claim has already been filed by the workman on 7-10-2008. However, after filing of the statement of claim, the workman is not appearing. The union has also not taken any step on behalf of the workman. It appears from record that the petitioner is not interested to proceed with the case. Hence, the case is closed. Put up later on for award.

**Party No. 1 :** The Sr. Divisional Commercial Manager, South East Central Railway, Nagpur Division, Nagpur (MS).

V/s

**Party No. 2 :** The General Secretary, Parcel Porter Sanghaina, South East Central Railway, New Mankapur, Plot No. 37, Mhada Colony, Nagpur-30(MS).

#### AWARD

(Dated: 6th December, 2012)

In exercise of the powers conferred by clause (d) of sub-section (1) and sub-section 2(A) of Section 10 of Industrial Disputes Act, 1947 (14 of 1947) ("the Act" in short), the Central Government had referred the industrial dispute between the employers, in relation to the management of South East Central Railway and their workman, Shri Umashankar Ramprasad Yadav, for adjudication, as per letter No.L-41012/42/2005-IR(B-I) dated 14-11-2007, for adjudication with the following schedule :-

"Whether the Parcel Porters/Hammal are workmen of the Railway Administration ? If so, whether the action of the management of South East Central Railway, Nagpur Division, Nagpur (MS) in terminating/stopping from the services of Shri Umashankar Ramprasad Yadav, Parcel Porter, is proper and justified ? If not, what relief the Parcel Porter is entitled to ?"

2. On receipt of the reference, parties were noticed to file their respective statement of claim and written statement, in response to which the workman, Umashankar Ramprasad Yadav filed his statement of claim pleading inter-alia that though the Parcel Porters are agitating to make them permanent employees of the Railway, the management are treating them as Licensed Porter illegally and he is entitled for regularization in service.

Inspite of appearance of the management through their advocate and taking time for filing written statement, no written statement was filed.

3. It is well settled that if a party challenges the legality of an order, the burden lies upon him to prove the illegality of the order and if no evidence is produced, the Party invoking the jurisdiction of the Court must fail. Whenever a workman raises a dispute challenging the validity of the termination of the service, it is imperative for him to file written statement before the Industrial Court setting out grounds on which the order is challenged and he must also produce evidence to prove his case. If the workman fails to appear or file written statement or produce evidence, the dispute referred by the Govt. cannot be answered in his favour and he would not be entitled to any relief.

4. Applying the above principles to the present case in hand, it is found that no evidence has been produced by the workman in support of his claim, the workman is not entitled to any relief. Hence, it is ordered :-

#### ORDER

The reference is answered against the workman. The workman is not entitled to any relief.

J.P. CHAND, Presiding Officer

नई दिल्ली, 26 दिसम्बर, 2012

**AWARD**

(Dated : 6th December, 2012)

**का.आ.155.**—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में केन्द्रीय सरकार दक्षिण पूर्व मध्य रेलवे के प्रबंधन के संबद्ध नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण/श्रम न्यायालय, नागपुर के पंचाट (संदर्भ संख्या 89/2007) को प्रकाशित करती है, जो केन्द्रीय सरकार को 26-12-2012 को प्राप्त हुआ था।

[सं. एल-41012/102/2005-आई आर (बी-1)]

सुरेन्द्र कुमार, अनुभाग अधिकारी

New Delhi, the 26th December, 2012

**S.O.155.**—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award (Ref. No. 89/2007) of the Central Government Industrial Tribunal-cum-Labour Court, Nagpur as shown in the Annexure, in the Industrial Dispute between the management of South East Central Railway and their workman, received by the Central Government on 26-12-2012.

[No. L-41012/102/2005-IR (B-I)]

SURENDRA KUMAR, Section Officer

**ANNEXURE****CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL, NAGPUR****No. CGIT/NGP/89/2007****Dated 6-12-2012**

Both the parties are absent on calls. None appears on behalf of either of the parties. The union representative is absent. No statement of claim is filed.

Perused the record. On the previous date, a last chance was given to the petitioner to file the statement of claim. In spite of the same, no statement of claim has been filed. It appears from record that the petitioner is not interested to proceed with the case. Hence, the case is closed. Put up later on for award.

**Party No.1 :** The Sr. Divisional Commercial Manager, South East Central Railway, Nagpur Division, Nagpur (MS).

V/s

**Party No. 2 :** The General Secretary, Parcel Porter Sanghatna, South East Central Railway, New Mankapur, Plot No. 37, Mhada Colony, Nagpur-30(MS).

In exercise of the powers conferred by clause (d) of sub-section (1) and sub-section 2(A) of Section 10 of Industrial Disputes Act, 1947 (14 of 1947) ("the Act" in short), the Central Government had referred the industrial dispute between the employers, in relation to the management of South East Central Railway and their workman, Shri Rajendra Prasad Ram Prasad Paul, for adjudication, as per letter No.L-41012/102/2005-IR(B-I) dated 13-11-2007, for adjudication with the following schedule :-

"Whether the Parcel Porters/Hammal are workmen of the Railway Administration ? If so, whether the action of the management of South East Central Railway, Nagpur Division, Nagpur (MS) in terminating/stopping from the services of Shri Rajendra Prasad Ram Prasad Paul, Parcel Porter w.e.f. 3-1-2005 is proper and justified ? If not, what relief the Parcel Porter is entitled to ?"

2. On receipt of the reference, parties were noticed to file their respective statement of claim and written statement. In spite of appearance of the parties in the case and several adjournments of the reference, neither any statement of claim nor written statement was filed.

3. It is well settled that if a party challenges the legality of an order, the burden lies upon him to prove the illegality of the order and if no evidence is produced, the Party invoking the jurisdiction of the Court must fail. Whenever a workman raises a dispute challenging the validity of the termination of the service, it is imperative for him to file written statement before the Industrial Court setting out grounds on which the order is challenged and he must also produce evidence to prove his case. If the workman fails to appear or file written statement or produce evidence, the dispute referred by the Govt. cannot be answered in his favour and he would not be entitled to any relief.

4. Applying the above principles to the present case in hand, it is found that no statement of claim has been filed by the petitioner in spite of giving sufficient scope for the same and no evidence has been produced in support of his claim, the workman is not entitled to any relief. Hence, it is ordered:—

**ORDER**

The reference is answered against the workman. The workman is not entitled to any relief.

J.P. CHAND, Presiding Officer

नई दिल्ली, 26 दिसम्बर, 2012

## AWARD

(Dated: 6th December, 2012)

का.आ. 156.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में केन्द्रीय सरकार दक्षिण पूर्व मध्य रेलवे के प्रबंधन के संबंध में नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण/श्रम न्यायालय, नागपुर के पंचाट (संदर्भ संख्या 87/2007) को प्रकाशित करती है, जो केन्द्रीय सरकार को 26-12-2012 को प्राप्त हुआ था।

[सं. एल-41012/101/2005-आई आर (बी-1)]

सुरेन्द्र कुमार, अनुभाग अधिकारी

New Delhi, the 26th December, 2012

S.O. 156.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award (Ref. No. 87/2007) of the Central Government Industrial Tribunal-cum-Labour Court, Nagpur as shown in the Annexure, in the Industrial Dispute between the management of South East Central Railway, Nagpur Division and their workman, received by the Central Government on 26-12-2012.

[No. L-41012/101/2005-IR(B-I)]

SURENDRA KUMAR, Section Officer

## ANNEXURE

CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL,  
NAGPUR

No. CGIT/NGP/87/2007

Dated 6-12-2012

Both the parties are absent on calls. None appears on behalf of either of the parties. The union representative is absent. No statement of claim is filed.

Perused the record. On the previous date, a last chance was given to the petitioner to file the statement of claim. In spite of the same, no statement of claim has been filed. It appears from record that the petitioner is not interested to proceed with the case. Hence, the case is closed. Put up later on for award.

**Party No. 1 :** The Sr. Divisional Commercial Manager, South East Central Railway, Nagpur Division, Nagpur (MS).

V/s

**Party No. 2 :** The General Secretary, Parcel Porter Sanghatna, South East Central Railway, New Mankapur, Plot No. 37, Mhada Colony, Nagpur-30 (MS).

In exercise of the powers conferred by clause (d) of sub-section (1) and sub-section 2(A) of Section 10 of Industrial Disputes Act, 1947 (14 of 1947) ("the Act" in short), the Central Government had referred the industrial dispute between the employers, in relation to the management of South East Central Railway and their workman, Shri Moreshwar Nandlal Masboinwar, for adjudication, as per letter No.L-41012/101/2005-IR(B-I) dated 13-11-2007, for adjudication with the following schedule :-

"Whether the Parcel Porters/Hammal are workmen of the Railway Administration? If so, whether the action of the management of South East Central Railway, Nagpur Division, Nagpur (MS) in terminating/stopping from the services of Shri Moreshwar Nandlal Masboinwar, Parcel Porter w.e.f. 21-1-2005, is proper and justified? If not, what relief the Parcel Porter is entitled to?"

2. On receipt of the reference, parties were noticed to file their respective statement of claim and written statement. In spite of appearance of the parties in the case and several adjournments of the reference, neither any statement of claim nor written statement was filed.

3. It is well settled that if a party challenges the legality of an order, the burden lies upon him to prove the illegality of the order and if no evidence is produced, the Party invoking the jurisdiction of the Court must fail. Whenever a workman raises a dispute challenging the validity of the termination of the service, it is imperative for him to file written statement before the Industrial Court setting out grounds on which the order is challenged and he must also produce evidence to prove his case. If the workman fails to appear or file written statement or produce evidence, the dispute referred by the Govt. cannot be answered in his favour and he would not be entitled to any relief.

4. Applying the above principles to the present case in hand, it is found that no statement of claim has been filed by the petitioner in spite of giving sufficient scope for the same and no evidence has been produced in support of his claim, the workman is not entitled to any relief. Hence, it is ordered:—

## ORDER

The reference is answered against the workman. The workman is not entitled to any relief.

J.P. CHAND, Presiding Officer

नई दिल्ली, 26 दिसम्बर, 2012

का.आ. 157.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में केन्द्रीय सरकार चीफ इंजीनियर (डब्ल्यू जैड) सी.पी.डब्ल्यू. डी. और अदर्स के प्रबंधन के संबद्ध नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण/श्रम न्यायालय, अहमदाबाद के पंचाट (संदर्भ संख्या सी.जी.आई.टी.ए. ऑफ 145/2006) को प्रकाशित करती है, जो केन्द्रीय सरकार को 20-12-2012 को प्राप्त हुआ था।

[सं. एल-42011/10/1997-आई आर (डी यू)]  
सुरेन्द्र कुमार, अनुभाग अधिकारी

New Delhi, the 26th December, 2012

S.O. 157.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award (Ref. No. CGITA of 145/2006) of the Central Government Industrial Tribunal-cum-Labour Court, Ahmedabad now as shown in the Annexure, in the Industrial Dispute between the employers in relation to the Chief Engineer (WZ) CPWD & Others and their workman, which was received by the Central Government on 20-12-2012.

[No. L-42011/10/1997-IR(DU)]

SURENDRA KUMAR, Section Officer

## ANNEXURE

**BEFORE THE CENTRAL GOVERNMENT  
INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT,  
AHMEDABAD**

## Present :

BINAY KUMAR SINHA, Presiding Officer,  
CGIT-cum-Labour Court,  
Ahmedabad, Dated 22nd May, 2012

Reference: ITC No. 24 of 1997 Old

Reference: CGITA of 145 of 2006

- (1) The Chief Engineer,  
(WZ) CPWD, 14th Floor,  
Old Annexer, 101, M.K. Road,  
New Marine Lines, Mumbai-20.
- (2) The Superintending Engineer,  
CPWD, Ahmedabad Central Circle,  
7th Floor, Mridul Tower, Ashram Road,  
Ahmedabad-380 009.

(3) The Executive Engineer,

CPWD, Gandhinagar Central Division,

Sector-6, Gandhinagar.

.... First Parties

And their workman :—

Bhimji Hariji Bihola

Through Regional Secretary,

All India, CPWD Employee's Union,

Western Region; C/o Shri Vinod Parmar,

17/465, Vikasnagar, Nr. Janta Nagar,

Amraiwadi Road, Ahmedabad-380 026.

.... Second Party

For the First party : Shri R.S. Munshi, Advocate

For the Second party : Shri Lalit Patil, Advocate

## AWARD

The Central Government/Ministry of Labour vide its order No. L-42011/10/97-IRDU, New Delhi dated 17/27-10-1997 in exercise of power conferred by clause (d) of sub-section (1) and sub-section 2 (A) of Section 10 of the Industrial Dispute Act, 1947 referred the dispute existing between the employers in relation to the management of CPWD, Ahmedabad and their workman, for adjudication to the Industrial Tribunal, Ahmedabad by formulating the terms of reference as follows:—

## SCHEDULE

"Whether the action of the management of Central Public Works Department, Gandhinagar in denying regularisation to Shri Bhimji Hariji Bihola as Work Charge Motor Lorry Driver w.e.f. 17-10-1989 but regularising him at the post lower than Motor Lorry Driver by taking undertaking dated 16-10-1989 is legal and justified? If not, to what relief the concerned employee is entitled to?"

(2) On notices to the parties both sides appeared and filed their pleadings-statement of claim by the second party at Ext. 8 and written statement by the first party at Ext. 9.

(3) The case of the second party workman, shortly stated, is that he was engaged by the first party as Lorry driver on 27-08-1984 and his services were regularised on 03-10-1989 on the post of work charge Beldar and in this connection obtaining a consent letter by force on 16-10-1989 and then from 17-10-1989 he was offered post of work charge Beldar whereas he worked up to 16-10-1989 as lorry driver. Further case is that in spite of offering lower post of work charge Beldar by the first party on 17-10-1989, the first

party issued certificate showing him as motor lorry driver. Further case is that the workman was working as a driver but he was being paid only as labourer against which he raised an Industrial Dispute and subsequently the dispute was referred for adjudication. Prayer has been made for the reliefs of declaring the order of the management of first party to offer lower cadre post of work charge Beldar as illegal, unjust and proper and which is fit to be set aside, with further prayer for regularising his service w.e.f. 17-10-1989 as motor lorry driver with consequential benefit and wages and also for cost of suit and for any other relief to which the workman is found entitled.

(4) The first party has made parawise reply to the statement of claim of the workman and has admitted that the workman has worked as motor lorry driver on muster roll (daily wages) in CPWD prior to 16-10-1989 in two spells i.e. from 27-08-1984 to 29-03-1986 and from 11-08-1986 to 16-10-1989. The case of the first party is that Government of India's order issued from time to time for Muster Roll workers who have worked for 240 days in two consecutive years are entitled for regularisation in work charge establishment subject to they are found fit in the trade test and approval of the screening committee and availability of sanctioned post in the department. Although the workman Shri Bhimji Hariji Bihola fulfilled the conditions for regularisation as M.L.D. but could not be absorbed in the post of M.L.D. due to non availability of post of M.L.D. However, posts of Beldar (unskilled labour) were available with the department. If a worker is found fit to be regularised in a lower post, his option for such posting is invariably called for before acceptance of the regular lower post or to wait till the post in which he is working on Muster Roll is made available. Further case is that it was open on his part either to accept the lower post or remain on muster roll as M.L.D. till occurrence of regular sanctioned post of M.L.D. But the workman instead of waiting for the occurrence of M.L.D. s post, accepted the lower post of Beldar offered to him vide office order No. 9(16)/A.C.D./89/3741 dated 16-10-1989. The workman Bhimji Hariji Bihola joined the ranks of Beldar with a doubt in his mind that, he may loose the regular appointment of M.L.D. in the department then the workman submitted option/undertaking dated 16-10-1989 without any force to accept the lower post of work charge Beldar. The contents of the undertaking were explained to him by the Head Clerk and no compulsion was made to him to sign it. Further case is that after getting regularised in the lower post of Beldar, the workman Bhimji Hariji Bihola raised the Industrial Dispute which is an after thought of the workman. Whereas, since from his regularisation as beldar i.e. 17-10-1989, onwards his services exclusively were utilised as beldar only, except on few rare occasions i.e. only merely for 40 days he was engaged for driving jeep in exigency of work as and when the regular M.L.D. was remain on leave during he span of 7 years 1990 to 1996. On this score contention of the first party is that

the claim of the workman for demanding equal pay for equal work is not in order as he has suppressed the facts and already got the wages of M.L.D. during the entire period of his being muster roll M.L.D. which were being paid to the counter parts in C.P.W.D. Thus prayer has been made to reject the reference.

(5) On behalf of the first party list of documents at Ext. 10 were filed through which documents were produced which were given Exhibits 12 to 16. Ext. 12 is offer of appointment (memorandum) dated 3-10-1989. Ext. 13 is undertaking dated 16-10-1989 given by the workman Shri Bhimji Hariji Bihola. Ext. 14 is approval of the screening committee dated 27-9-1989. Ext. 15 is details showing number of days work as M. L. D. after regularise as Beldar showing 40 days. Ext. 16 is joining report as Beldar by the workman Shri Bhimji Hariji Bihola dated 17-10-1989.

(6) On behalf of the second party through Regional Secretary of the union documents were produced as per list Ext. 11 through which as many as 10 documents were produced. Among those documents in the list at serial No. 1 xerox copy of the valid driving license of the workman dated 2-10-1997 was marked at Ext. 17 and the document at serial No. 2 Xerox copy of the certificate issued by Executive Engineer (civil) CPWD, Gandhinagar Central Division dated 7-4-1986 is Ext. 18 and the document at serial No. 3 xerox copy of certificate issued by Assistant Engineer BC-SD, Baroda Central Sub-Division CPWD Baroda dated 28-12-1989. Ext. 19 and at serial No. 4 documents-appointment order's Xerox copy as beldar dated 3-10-1989. Ext. 20 documents at list serial No. 5 to 9 have not been given pakka exhibits. The last documents at serial No. 16. Copy of office memorandum dated 20-07-1995 of Deputy Director Administration CPWD New Delhi dated 20-07-1995 is Ext. 21.

(7) The workman Shri Bhimji Hariji Bihola gave his oral deposition at Ext. 22 and he was cross-examined by the first party lawyer. Another oral evidence of the witness on behalf of the second party, workman is of Jashubhai at Ext. 23 to support the case of the workman regarding working as M.L.D. by the workman Shri Bhimji Hariji Bihola upto 16-10-1989 and thereafter offering him lower post of work charge beldar but taking work from the workman as motor driver he was also cross-examined by the first party's lawyer. The management witness namely Shatrugan Prasad deposed to support the case of the first party as per pleadings w.s., his oral deposition is at Ext. 26. He was also cross-examined by Shri Vinod Parmar union representative for the second party.

(8) It may be noted that those documentary and oral evidence had been recorded when the reference ITC 25/97 pending before the Industrial Tribunal, Ahmedabad and the said Industrial Tribunal, Ahmedabad who was in sesin of the case also heard the argument of both sides who had also submitted their written arguments, the written arguments of the second party was filed at Ext. 33 whereas

the written argument of the first party was filed at Ext. 32 subsequently the Central Industrial Tribunal, Ahmedabad then presided over by Shri P.R. Desai passed the award at Ext. 34 by which the reference was rejected and the second party workman was not found to get any relief in this case.

(9) Aggrieved with the award dated 6-03-2000 at Ext. 34 the second party workman preferred Special Civil Application No. 346 of 2002 before the High Court of Gujarat at Ahmedabad and the Hon'ble Court by the order dated 23-01-2006 has been pleased to allow the SCA and has been pleased to quash and set aside the award of the Industrial Tribunal, Ahmedabad passed in reference ITC 25/97 dated 6-09-2000 and the matter was remanded to the Industrial Tribunal for examining the matter afresh in view of the observation made in this order. The Hon'ble Court in its order has observed at para 5.1 "from the under taking (dated 16-10-1989) it is clear that the petitioner could not have claimed promotion unless he is eligible for he higher post as per the rules and regulations of the department. If he is otherwise eligibel his case can be considered as per the undertaking. However that aspect has not been considered by the Tribunal while passing the impugned award. I am of the view that the Tribunal is required to examine whether under the rules the petitioner has become eligible for the promotion or not. In that view of the matter the Tribunal is required to reconsider the matter afresh".

(10) The case record was received on 28-04-2011 in this tribunal (CGIT) on transfer as per order No. Z-22019/6/2007 IR (C-II) dated 19, October-2010. Thereafter the parties were noticed afresh for their appearance. It may be pertinent to mention here that before receiving the record in this tribunal and when the case record was pending before the Industrial Tribunal (Central) at Ahmedabad in reference ITC 145/2006 the workman Bhimji Harji Bihola submitted his further affidavit at Ext. 39 on 1-08-2007 and there after he was cross-examine by the first party's lawyer Shri R.S. Munshi on 16-07-2008. Thereafter on behalf of the first party a management witness namely Kesha was also examined in his oral deposition by Shri K.S. Munshi, Advocate at Ext. 47 and was cross-examined by the second party advocate Shri L. Patil on 1-02-2010 and the record was pending and some documents as per list Ext. 50 was produced on behalf of the first party. Ext. 50/1 is extract of regulation rules of motor lorry driver. Ext. 50/2 is the copy of order dated 31-03-2003 of CPWD in which the name of the workman Shri Bhimji Harji Bihola is mentioned at serial No. 17 showing his designation as Nalsaj. Ext. 50/3 is the undertaking of the workman dated 16-10-1989. Ext. 50/4 is the joining report of the workman on the post of Beldar dated 17-10-1989. Ext. 50/5 is the office memorandum, Government of India, Directorate General of works, Central Public Works Department, New Delhi dated 5-04-2005 on the subject survey reporting of old vehicle and replacement of condemned vehicle regarding. Thereafter the record was pending for hearing arguments of the parties afresh in the

light of observation of the Hon'ble High Court passed in the aforesaid SCA but by that time the record received before this tribunal (CGIT) and the parties were heard at length.

(11) In view of the rival contention of the parties in their pleadings and also in view of the further evidence adduced by both sides and also in view of the observation of the Hon'ble Court passed by their lordship in the order dated 23-01-2006 in SCA 346/2002, the following issues are taken up for determination in this case ..

#### ISSUES

- (I) Whether the reference is maintainable?
- (II) Has the workman Bhimji Harji Bihola has got valid cause of action to raise the dispute?
- (III) Whether under the rules of the first party (CPWD) the workman Shri Bhimji Harji Bihola had become eligible for the promotion as M.L.D. or not, in view of giving undertaking dated 16-10-1989?
- (IV) Whether the workman is entitled to the relief as claimed?

#### FINDINGS

##### (12) ISSUE No. III

Some of the admitted facts are as follows. The workman prior to his joining as work charge Beldar on 17-10-1987 has all along worked as motor lorry driver on muster roll in two phases 27-8-1984 to 29-3-1986 vide Ext. 18 and then from 11-8-1986 to 16-10-1989 vide Ext. 19. That means on the date of giving undertaking by the workman on 16-10-1989 regarding accepting the post of work charge Beldar he had worked as motor lorry driver in the department of the first party. Further as per Ext. 14 the office memorandum dated 27-09-1989 regularisation of muster roll staff working in Ahmedabad and Gandhinagar Central Division CPWD was issued for regularisation for the post of Beldar as approved by the screening committee giving an option that the workman working on muster roll on higher post and eligible for absorption on higher post and occurrence of vacancy in the higher post will have the option to either accepting the post of Beldar or wait to become eligible for absorption on higher post. However whatever may be circumstances the workman Shri Bhimji Harji Bihola appearing at serial No. 11 in the list approved by screening committee (Ext. 14) opted for the lower post for the present since there was no vacancy in the higher post of M.L.D. Undertaking given by the workman Ext. 13 dated 16-10-1989 is to the effect that I will not claim for any posting in higher post then Beldar in the work charge establishment in CPWD unless I became eligible for such post as per the rules and regulations of the department. It

may be noted here that the rules and regulations of the department of CPWD at that time was not enabling the workman for the higher post of M.L.D. for which he was quite eligible in view of his past experience of driving all kinds of vehicle heavy and midweight vehicles as he all along worked as motor lorry driver up to 16-10-1989 right from his engagement on muster roll from 27-08-1984. The workman was also possessing valid driving license as per Ext. 17. It is also admitted position the officer of the department of CPWD with whom the workman had performed the duty of driver never made any complaint against the workman or even had questioned regarding his ability of being eligible driver. It has also to be taken into consideration in view of such admitted position that the workman Shri Bhimji Harji Bihola was efficient motor lorry driver having valid license but even in the event he was accepting the lower post of work charge Beldar as per his undertaking dated 16-10-1989 and joining to the post from 17-10-1989. But his duty of a motor lorry driver had not come to an end, rather the management of first party was utilizing his service as motor/jeep driver even after 17-10-1989 and the 1st party had taken work of motor/jeep driver from 16-01-1992 and onward up to the year 26-09-1995 as per Ext. 15. So, the management of first party though was taking work of a driver from the workman was paying him the wages of the lower post of work-charge Beldar. More so, as per further evidence of the workman at Ext. 39 it has come at para 2 in his affidavit that although on 16-10-1989 the first party took an undertaking from him, after that also he had worked as work charge motor lorry driver. His such evidence is corroborated by documentary evidence Ext. 15 produced by the first party. Further evidence of the workman at para 3 at Ext. 39 is that till today 5-6 drivers are working with the first party on the contract basis at various places like Gandhinagar, Ahmedabad, Rajkot and Baroda so the first party on contract basis takes the permanent nature of work and he has been deprived of the legal and constitutional right. At para 5 he further stated that undertaking dated 16-10-1989 is not given by him voluntarily and willingly. His further evidence is that he had qualified trade test for the post of M.L.D. driver conducted by the department and he is also possessing requisite driving license for driving heavy motor/lorry.

(13) It has been argued by the learned counsel appearing for the second party that such undertaking dated 16-10-1989 vide Ext. 13 cannot bind the workman Shri Bhimji Harji Bihola forever, because he had already passed the trade test of work charge motor lorry driver for higher post. He further argued that if there was no vacant post of L.M.D. at the time of offer of appointment for the lower post of work charge Beldar, then the case of the workman ought to have been considered by the management of first party as and when the vacancy arose. In this regard it has been further argued that as per evidence of the workman at Ext. 39, 4 to 5 drivers on contract basis are driving the motor/

jeep of the department of the first party that go to show that the vacancy of motor lorry driver exists but the management of first party has not filled up the vacancy and that when such vacancy had existing for the higher post of M.L.D. then there remains no meaning of the undertaking dated 16-10-1989 (Ext. 13) to be treated as undertaking for life, rather on the existing vacancy of motor lorry driver the workman Shri Bhimji Harji Bihola ought to have been offered the higher post of M.L.D. and the workman ought to have been regularised on the higher post, if not possible from 17-10-1989, then from the future date when the vacancy created/existed for the post of M.L.D. in the department. On the other hand it has been argued by the learned counsel for the first party that when the petitioner was found fit for regularisation for the post of Beldar in the work charge establishment while working as motor lorry driver, the workman had exercised his option to accept the post of Beldar and so now he cannot claim for any higher post unless he became eligible for the same in the normal course. Such arguments advanced by the learned counsel appearing for the first party does not appear to be convincing because in the normal course under the rules of the department of CPWD the vacancy of M.L.D. had arisen and without filling up the vacancy by permanent work charge M.L.D. the department was engaging driver on contract basis that clearly speaks volume that the vacancy subsequently arose but even then the management of first party in the garb of so called undertaking dated 16-10-1989 deprived the workman for the higher post of M.L.D. for which he had worked right from 27-08-1984 to 16-10-1989 and the department of the first party had also utilised his service as motor lorry driver from 92 to 95 even offering him the lower post of Beldar from 17-10-1989. More so the office memorandum New Delhi dated 5-04-2005 as per Ext. 15/5 produced on behalf of the first party does not appear to have come as hurdle to the workman Shri Bhimji Harji Bihola in his claim for higher post of M.L.D. This office memorandum as to hiring of private vehicles from outside shall be limited to the number of vehicles condemned and should be done with approval of Chief Engineer concerned. Moreover, said situation regarding survey reporting of old vehicles and replacement of condemned vehicles regarding has come up in the year April-2005 whereas the workman is agitating about his claim under the Industrial Dispute Act from before the order-1997 when dispute was referred for adjudication. More so, the first party itself recognized the performance of the workman even after offering the lower post of work charge Beldar and had taken work of motor lorry driver during interval of considerable long period from 1992 to 1995. There is not such evidence on behalf of the first party to rebut the evidence of the second party that vacancy in the higher post of M.L.D. had not accrued since after acceptance of lower post of beldar by the workman.

(14) After reexamining of matter afresh in view of the observation of the Hon'ble Court in the order dated 23-01-2006 passed in SCA 346/2002, I am of the considered view that the undertaking given by the workman Shri Bhimaji Harji Bihola is not for whole life rather the said undertaking is held to be conditional till the workman becomes eligible for the higher post because he had become eligible for the post of M.L.D. and for his regularisation on that post after arising/creating the vacancy of the M.L.D. in the department. More so, I further find and hold that the rules of the CPWD was not coming as obstacle that if the workman as per approval of the screening committee dated 27-09-1989 as per Ext. 14 had chosen to accept the post of Beldar, he will not be given offer of higher post in future. This issue is answered in affirmative in favour of the workman.

#### (15) ISSUE No. IV

In view of the findings given to issue No. III in the foregoing I further find and hold that the workman Shri Bhimaji Harji Bihola is entitled for his regularisation to the post of work charge motor lorry driver from 16-01-1992 when in spite of offering him lower post of Beldar by the first party, the first party after his regularisation though in the lower post, had started taking the works of higher post of M.L.D. but the workman was not paid the wages of higher post rather he was receiving the wages of the lower post of Beldar. I further find and hold that since there was no any vacancy in higher post of motor lorry driver w.e.f. 17-10-1989. So, the workman is not entitled for his regularisation as work charge motor lorry driver w.e.f. 17-10-1989, instead of workman is found entitled for the regularisation to the higher post of work charge motor lorry driver from 16-01-1992 as per Ext. 15, I further find and hold that the workman is entitled for the higher wages and post from 16-01-1992. This issue is decided accordingly in favour of the second party workman.

#### (16) ISSUE NO. I & II

In view of the findings given to issue no. III and IV, in the foregoing further find and hold that the reference is maintainable and the workman has valid cause of action. This reference is accordingly allowed in part on contest. No order as to any cost. The first parties are directed to regularise the workman Shri Bhimaji Harji Bihola on the post of work charge lorry driver from 16-01-1992 and to pay the arrears of wages accruing to the workmen to the post of work charge motor lorry driver from 16-01-1992. The first party are directed to comply with this order within 60 days of the publication of the award failing which the arrears of wages accrued to the workman from 16-01-1992 will carry interest as 9 % per annum.

This is my award.

BINAY KUMAR SINHA, Presiding Officer

नई दिल्ली, 26 दिसम्बर, 2012

का.आ. 158.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में केन्द्रीय सरकार चीफ जनरल मैनेजर, टेलीकम्यूनिकेशन देहरादून के प्रबंधन के संबद्ध नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण/श्रम न्यायालय नं. 1, नई दिल्ली के पंचाट (संदर्भ संख्या 256/2011) को प्रकाशित करती है, जो केन्द्रीय सरकार को 20-12-2012 को प्राप्त हुआ था।

[सं. एल-40012/281/2000-आई आर (डी यू)]

सुरेन्द्र कुमार, अनुभाग अधिकारी

New Delhi, the 26th December, 2012

S.O.158.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award (Ref. No. 256/2011) of the Central Government Industrial Tribunal-cum-Labour Court No.1, Ahmedabad now as shown in the Annexure, in the Industrial Dispute between the employers in relation to the Chief General Manager, Telecommunication, Dehradun and their workman, which was received by the Central Government on 20-12-2012.

[No. L-40012/281/2000-IR (DU)]

SURENDRA KUMAR, Section Officer

#### ANNEXURE

REFORE DR. R. K. YADAV, PRESIDING OFFICER,  
CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL  
NO.1, KARKARDOOMA COURTS COMPLEX, DELHI

I. D. No. 256/2011

Shri Jaspal Singh,  
R/o Vill. Shiv Nagar,  
Jakhn Jauri Road,  
Vivek Vihar, Part-IV  
P.O. Kishanpur  
Dehradun-248001.

..... Workman

#### Versus

The Chief General Manager,  
Telecommunication, U. P. (West) Circle  
Windlas Shopping Complex,  
Rajpur Road,  
Dehradun-248001.

.....Management

#### AWARD

A deceptive document was obtained by department of Tele-communication and Chief General Manager, Telecom (W), U.P. Circle, Rajpur Road, Dehradun (in short the management) from Shri Jaspal Singh wherein he was projected as Contractor, who agreed to drive vehicle of the

management for a period of six months w.e.f. 4-10-1998. He was paid on daily rate basis fixed by the Government for casual labours from time to time. The said contract was extended from time to time and lasted on 31-8-1999. Shri Jaspal Singh raised a demand on the management, claiming himself to be an employee, and sought re-instatement in service. His demand was not conceded to. He raised an industrial dispute before the Conciliation Officer. Since the management contested the claim, conciliation proceedings ended into a failure. On consideration of failure report, so submitted by the Conciliation Officer, the appropriate Government referred the dispute to this Tribunal for adjudication, vide order No.L-40012/281/20/IR (DU), New Delhi, dated 29-8-2000, with following terms:—

“Whether the action of the management of Telecom, Dehradun in terminating the services of Sh. Jaspal Singh, Ex-Driver w.e.f. 1-7-1999 is just, fair and legal? If not, to what relief he is entitled and from what date?”

2. Claim statement was filed by Shri Jaspal Singh pleading therein that he was engaged by the management as a driver on 4-10-1997. He served the management in that capacity up to 31-8-1999. He rendered more than 240 days continuous service in each calendar year. His services were terminated without compliance of the provisions of section 25-F of the Industrial Disputes Act, 1947 (in short the Act). In fact with a view to deprive him from the status of a workman the management prepared a contract showing him to be a contractor for driving its car. This contract has no legal sanctity is sham in the eyes of law. Law does not permit for execution, of such a contract and therefore the action of the management is illegal, arbitrary and unjustified when his service were terminated. He claims re-instatement in service of the management with continuity and full back wages.

3. Claim was demurred by the management pleading that Shri Jaspal Singh is not entitled to any relief, since relationship of master and servant never existed between the parties. The claimant was a contractor. He was awarded contract for looking, maintaining and attending the staff car of the Management. Terms of the contract are specific and clear and the claimant cannot raise any grievances in that regard. The management disputes that he was engaged as a driver on 4-10-1997 and worked as such till 31-8-1999. He was given contract for driving vehicle initially on 30-10-1999, which was extended from time to time and ultimately came to an end on 30-6-1999. Since he was not an employee, there was no question of application of provisions of Section 25F of the Act. His claim is devoid of merits. Hence it may be dismissed, pleads the management.

4. On pleadings of the parties the following issues were framed by my Ld. predecessor :—

(i) Whether there exists/existed an agreement between the claimant and management as alleged?

(ii) Whether there existed an agreement of driving car between the claimant and the management for six months with effect from 1-7-1998 as claimed by the management and the same came to an end? If so, its effect?

(iii) As in terms of reference.

5. Claimant has examined himself in support of his cash. No witness was examined on behalf of the management.

6. Vide order No.Z-22019/6/2007/IR (C-II), New Delhi dated 11-2-2008 the case was transferred to Central Government Industrial Tribunal No. II, New Delhi, by the appropriate Government. The case was re-transferred to this Tribunal by the appropriate Government vide order No.Z-22019/6/2007/IR (C-II), New Delhi, dated 30-03-2011, for disposal.

7. Arguments were heard at the bar. Shri M.C. Pant, authorized representative, advanced arguments on behalf by the management. Shri A.K. Misra, authorized representative, presented facts on behalf of the management. I have given my careful consideration to the arguments advanced at the bar and cautiously perused the record. My findings on issues involved in the controversy are as follows:—

Issue Nos. 1, 2 & 3.

8. In his affidavit dated 14-10-2002, tendered as evidence, claimant swears that he was engaged as a driver by the management on 5-10-1997. He worked with the management till 30-6-1999. Though the management projects him to be an independent contractor yet he was working under control of the management. He was not having an independent status and worked as an employee of the management. He was being paid at the rate of Rs. 117.92 per day and at Rs. 40.00 per night in case he was made to work during night hours also. For extra hours of work, he was paid at the rate of Rs. 14.75 per hour. His wages were thus paid at the rate of Rs. 4358.75 p.m. His services were terminated on 1-7-1999 without any reason. No notice or pay in lieu thereof was given. No retrenchment compensation was paid. During the course of cross-examination he presents that letter dated 1-7-1998 was signed by him without understanding its contents. He was told that it was his appointment letter.

9. When facts unfolded by the claimant in his testimony and those pleaded by the management in its written statement are appreciated it came to light that an agreement was entered into between the claimant and the management to drive government vehicles. He was to submit his monthly bill for the work executed by him, based on daily rates fixed by the government for casual labours of his category. His normal working hours for daily rates of

were eight hours a day and for extra duty amount he was to be paid on pro-rata basis. Daily wages of his category were Rs. 114.00 as on 1.1.1998. For extra work, executed at outstation except for full night stay, he was to get night duty charge at Rs. 40.00 per night.

10. A short question which is required to be addressed in the present controversy is as to whether the claimant is an independent contractor, or employee of the management. For an answer, it is expedient to have a glance on factors which distinguishes relationship of master and servant from an independent contract relationship. Identifying mark of a servant is that he should be under the control or supervision of the employer in respect of details of the work. See Chintaman Rao [1958 (2) LLJ 252]. Precedent in Shivanandan Sharma [1955 (1) LLJ 688] projects the instance where the Apex Court considered the test for determining the question whether a person is an "employee" or "independent contractor" and ruled that "supervision and control is the crucial test for determination of the relationship". In Dharangadhara Chemical Works Ltd. [1957 (1) LLJ 477] the Apex Court announced that the test of "supervision and control" may be taken as the prima facie test for determining the relationship of employment. The prima facie test for determining the relationship was held to be the existence of the right in the master to "superwise and control" the work done by the servant not only in matter of directing what work the servant is to do but also the manner in which he shall do his work. But since nature or extent of control which is requisite to establish the relationship of employer and employee must necessarily vary from business to business and is by its very nature incapable of precise definition. Hence correct method of approach would be to consider whether having regard to the nature of work there was due control and supervision by the employer. The greater the amount of direct control exercised over the person rendering the services by the person contracting for them, the stronger the ground for holding it to be a contract of service. The above test was reaffirmed in Chintamon Rao (supra) and was followed by the Apex Court in Shankar Balaji Waze [1962 (1) LLJ 119].

11. In many cases the Apex Court discovered that there was a common practice of using deceptive devices and the so called independent contractors were really agents or workers of the employer posing as independent contractors for purpose of circumventing the Factories Act 1948 or like status which compel employers to meet certain economic and social obligations towards the worker. Such deceptive devices were also noticed by the legislature and with a view to obviate the vices of such devices, the Parliament enacted Beddi and Cigars Workers (Conditions of Employment) Act 1966.

12. In V.P. Gopala Rao [1970 (2) LLJ 59] the Apex Court said that it is a question of fact in each case whether the relationship of master and servant exists between the

management and the workman and there is no abstract a priori test of the work control required for establishing the contract of service. In recent years "control test" as traditionally formulated has not been treated as an exclusive test. In a large number of cases the court can only perform a balancing operation weighing up the factors which point in one direction and balancing them against those pointing in the opposite direction. See Silver Jubilee Tailoring House [1973 (2) LLJ 495], wherein the Apex Court pointed out that it is in its application to skilled and particularly professional work the control test in its traditional form has really broken down. It has been said that in interpreting "control" as meaning the power to direct how the servant should do his work, the court has been applying a concept suited to a past age. Thus it is emerging that control is obviously an important factor and in many cases it may still be the decisive factor but it would be wrong to say that in every case it is decisive. The broad distinction between a workman and independent contractor lies in this that while the former agrees himself to work, latter agrees to get other person to work. A person who agrees himself to work and does so he does not cease to be a workman by reason merely of the fact that he gets other person to work along with him and those persons are controlled and paid by him. What determines whether a person is a workman or an independent contractor is whether he has agreed to work personally or not. If he has then he is workman and the fact that he takes assistance from other persons would not affect his status. Reference can be made to D.C. Works Ltd. [1957 (1) LLJ 477]. Tune test to determine the question as to whether the relationship of master and servant exists between the particular parties are:

1. Whether the management exercise control over such persons, and
2. Whether the stipulated time is really at the disposal of the management.

13. When his contract agreement, referred above, is construed in the light of law detailed, it emerge that the claimant was not an independent contractor. The claimant agreed to execute the work of a driver. He used to remain under control of the officers of the management for whom he used to drive vehicle. The claimant was at the disposal of the management throughout his duty hours. Test of control and supervision make it apparent that contract agreement is deceptive document. In fact the claimant executed the work of driving the vehicle personally and acquired status of an employee. With a view to obviate benefit of labour laws the management introduced a sham contract. The contract seems to be a perfect paper arrangement. However, the real proposition is that the claimant was an employee and the management was his pay master. He never acquired status of an independent contractor. Consequently it is concluded that the contract agreement, which was executed between the claimant and

the management and extended from time to time, does not espouse the cause of the management. The claimant was in fact an employee and acquired status of a workman as contemplated by the provisions of Section 2(s) of the Act.

14. There is no dispute that the claimant worked as a driver with effect from 4-10-1997 to 30-6-1999. Whether continuous service for a period of one year was rendered by the claimant with the management? For an answer to this proposition it would be ascertained as to what continuous service means. "Continuous Service" has been defined by section 25B of the Act. Under sub-section (1) of the said section, "continuous service for a period" may comprise of two period viz. (i) uninterrupted service, and (ii) interrupted service on account of (a) sickness, (b) authorized leave, (c) an accident, (d) a strike which is not legal, (e) a lock-out, and (f) a cessation of work that is not due to any fault on the part of the workman, shall be included in the "continuous service." Sub-section (2) of the said section introduces a fiction to the effect that even if a workman is not in "continuous service" within the meaning of clause (1) for a period of one year or six months, he shall be deemed to be in continuous service for that period under an employer if he has actually worked for the days specified in clauses (a) and (b) thereof. In *Vijay Kumar Majoo* (1968 Lab.I.C. 1180) it was held that one year's period contemplated by sub-section (2) furnished a unit of measure and if during that unit of measure the period of service actually rendered by the workman is 240 days, then he can be considered to have rendered one year's continuous service for the purpose of the section. The idea is that if within a unit period of one year a person had put in at least 240 days of service, then he must get the benefit conferred by the Act. Consequently, an enquiry has to be made to find out whether the workman has actually worked for not less than 240 days during a period of 12 calendar months immediately preceding the retrenchment.

15. The claimant was engaged on 4-10-97 and bade fare well on 30-6-1999 without any notice, as contemplated by the provisions of section 25 F of the Act. No pay in lieu of notice was given to him. No retrenchment compensation was also paid to him. The claimant had rendered continuous service of a year or more, as contemplated by section 25-B of the Act. His service was dispensed with on 01-07-99. He presents that retrenchment compensation was not paid to him, which fact was not dispelled by the management. The management was under an obligation to pay him compensation for retrenchment at the time when his services were dispensed with. Payment of retrenchment compensation is a condition precedent to a valid order of retrenchment. Precedents in *Bombay Union of Journalists* case [1964 (1) I.L.J 351], *Adaishwar Lal* [1970 Lab.I.C. 936] and *B.M. Gupta* [1979 (1) I.L.J 168] announce that subservient payment of compensation cannot validate an invalid order of retrenchment as retrenchment. compensation was not paid

to the claimant, consequently action of the management falls within the mischief of section 25-F of the Act.

16. These facts make me to announce that service of the Claimant was dispensed with by the management in violation of the provisions of Section 25F of the Act. However, it is not the case of the claimant that he was engaged in consonance with the rules of recruitment. The claimant does not project that his name was sent by the employment exchange for the post of casual labour. Therefore, it is emerging over the record that engagement of the claimant by the management was dehors the rules. In *Uma Devi* [2006 (4) SCC 1] the Apex Court considered the proposition as to whether the persons who got employment, without following of a regular procedure or even from the back door or on daily wages can be ordered to be made permanent in their posts, to prevent regular recruitment to the posts concerned. Catena of decisions over the subject were considered and the Court declined the submissions of the workmen to be made permanent on the post which was held by them in temporary or ad hoc capacity for a fairly long spell. The Court ruled thus:

"With respect, why should the State be allowed to depart from the normal rule and indulge in temporary employment in permanent posts? This Court, in our view, is bound to insist on the State making regular and proper recruitments, and is bound not to encourage or shut its eyes to the persistent transgression of the rules of regular recruitment. The direction to make permanent the distinction between regularization and making permanent, was not emphasized here—can only encourage the State, the modal employer, to flout its own rules and would confer undue benefits on a few at the cost of many waiting to compete. With respect the directions made in *Piara Singh* (supra) is to some extent inconsistent with the conclusion in para 45 of the said judgment there in. With great respect, it appears to us that the last of the directions clearly runs counter to the constitutional scheme of employment recognized in the earlier part of the decision. Really, it cannot be said that this decision has laid down the law that all ad-hoc, temporary or casual employees engaged without following a regular recruitment procedure should be made permanent."

17. Taking note of some of recent decisions, the Apex Court held that the State does not enjoy a power to make appointments in terms of article 162 of the Constitution. The Court quoted its decision in *Girish Jyanti Lal Vaghela* [2006 (2) SCC 482] with approval, wherein it was ruled thus.

"The appointment to any post under the State can only be made after a proper advertisement has been made inviting applications from eligible candidates and holding of a selection by a body-of-experts or a specially constituted committee whose members are fair and impartial through a written examination or interview or some other rational criteria for judging the inter se merit of candidates who

have applied in response to the advertisement made. A regular appointment to the post under the State or Union cannot be made without issuing advertisement in the prescribed manner which may in some cases include inviting applications from the employment exchange, where eligible candidate get their names registered. Any regular appointment made on a post under the State or Union without issuing advertisement inviting applications from eligible candidates and without holding a proper selection where all eligible candidates get a fair chance to compete would violate the guarantee enshrined under Article 16 of the Constitution".

18. In *P.Chandra Shekhara Rao and Others* [2006 (7) SCC 488] the Apex Court referred *Uma Devi's Case* (supra) with approval. It also relied the decision in *Uma Rani* [2004 (7) SCC 112] and ruled that no regularization is permissible in exercise of statutory powers conferred in Article 162 of the Constitution, if the, appointment have been made in contravention of the statutory rules. In *Somveer Singh* [2006 (5) SCC 493] the Apex Court ruled that appointment made without following due procedure cannot be regularized. Relying the above law, it is concluded that the claimant has no right of continuance on casual job in which he was engaged dehors the rules. Hence no order for re-instatement of his services can be made, since it would amount to allow him to continue on a job where he was not lawfully recruited.

19. When the claimant is not to be reinstated in service, in such a situation the Tribunal can award compensation to him. For award of compensation to the claimant, parameters for fixation of amount of compensation are to be noticed. The Apex Court and High Courts dealt with the issue of award of compensation in catena of decisions, when reinstatement in service was not found expedient. Those precedents may help the Tribunal in ascertaining the quantum of compensation, which may be awarded to the claimant. In *S.S.Shetty* [1957 (II) LLJ 696] the Apex Court indicated some relevant factors which an adjudicator has to take into account in computing compensation in lieu of reinstatement in the following words:

"The industrial Tribunal would have to take into account the terms and conditions of employment, the tenure of service, the possibility of termination of the employment at the instance of either party, the possibility of retrenchment by the employer or resignation or retirement by the workman and even of the employer himself ceasing to exist or of the workman being awarded various benefits including reinstatement under the terms of future awards by industrial Tribunal in the event of industrial disputes arising between the parties in future... In computing the money value of the benefits of reinstatement, the industrial adjudicator would also have to take into account the present

value of what his salary, benefits etc. would be till he attained the age of superannuation and the value of such benefits would have to be computed as from the date when such reinstatement was ordered under the terms of the award.

Having regard to the considerations detailed above, it is impossible to compute the money value of this benefit of reinstatement awarded to the appellant with mathematical exactitude and the best that any tribunal, or court would do under the circumstances would be to make as correct as estimate as is possible bearing, of course in mind all the relevant factors pro and con.

20. A Divisional Bench of the Patna High Court in *B.Choudhary* (1983) Lab.I.1755 (1758) deduced certain guidelines which have to be borne in mind in determining the quantum of compensation viz. (i) the back wages receivable (ii) compensation for deprivation of the job with future prospect and obtainability of alternative employment; (iii) employee's age; (iv) Length of service in the establishment; (v) capacity of the employer to pay and the nature of the employer's business; (vi) gainful employment in mitigation of damages; and (viii) circumstances leading to the disengagement and the past conduct. These factors are only illustrative and not exhaustive. In addition to the amount of compensation, it is also within the jurisdiction of the Tribunal to award interest on the amount determined as compensation. Furthermore, the rate of such interest is also in the discretion of the Tribunal. Reference can be made to *Tabesh Process, Shivakashi* (1989 Lab.I.C.1887).

21. In *Assam Oil Co. Ltd.* [1960 (I) LLJ 587] the Apex Court took into account countervailing facts that the employer had paid certain sums to the workmen and her own earning in the alternative employment and ordered that "it would be fair and just to direct the appellant a substantial sum as compensation to her". In *Utkal Machinery Ltd.* [1966 (I) LLJ 398] the amount of compensation equivalent to two year salary of the employee awarded by the Industrial Tribunal was reduced by the Supreme Court to an amount equivalent to one year salary of the employee in view of the fact that she had been in service with the employer only for 5 months and also took into consideration the unusual manner of her appointment at the instance of the Chief Minister of the State. In *A.K.Roy* [1970 (I) LLJ 228] compensation equivalent to two years salary last drawn by the workmen was held to be fair and proper to meet the ends of justice. In *Anil Kumar Chakaraborty* [1962 (II) LLJ 483] the Court converted the award of reinstatement into compensation of a sum of Rs.50000 as just and fair compensation in full satisfaction of all his claims for wrongful dismissal from service. In *O.P.Bhandari* [1986 (II) LLJ 509], the Apex Court observed that it was a fit case for grant of compensation in view of reinstatement. The Court awarded compensation

equivalent, to 3.33 years salary as reasonable. In M.K. Aggarwal [1988 Lab. I.C. 380], the Apex Court though confirmed the order of reinstatement yet restricted the back salary to 50% of what would otherwise be payable to the employee. In Yashveer Singh (1993 Lab. I.C. 44) the court directed payment of Rs. 75000 in view of reinstatement with back wages. In Naval Kishor (1984 (II) LLJ 473) the Apex Court observed that in view of the special circumstances of the case adequate compensation would be in the interest of the appellant. A sum of Rs. 2 lac was awarded as compensation in lieu of reinstatement. In Sant Raj [1985 (II) LLJ 19] a sum of Rs. 2 lac was awarded as compensation in lieu of reinstatement. In Chandu Lal [1985 Lab. I.C. 1225] a compensation of Rs. 2 lac by way of back wages in lieu of reinstatement was awarded. In Ras Bihari (1988 Lab. I.C. 107) a compensation of Rs. 65000 was granted in lieu of reinstatement, since the employee was gainfully employed elsewhere. In V.V. Rao (1991 Lab. I.C. 1650) a compensation of Rs. 2.50 lac was awarded in lieu of reinstatement.

22. The claimant nowhere projects that he was engaged as a driver by the management, in consonance with the recruitment rules. No evidence has been brought over the record to point out that vacancy of a driver was notified for the public at large and the claimant submitted his application to the management in response to the notification. It is also not projected that his name was sponsored by the employment exchange. There is complete vacuum as to whether procedure for recruitment to the post of driver was followed. It is thus evident that the engagement of the claimant was dehors the rules. The claimant had worked with the management for 20 months only. Taking into account all these aspects compensation of Rs. 30,000.00 would be appropriate amount in lieu of reinstatement of the claimant on job. The management shall pay a sum of Rs. 30,000.00 to the claimant in lieu of reinstatement in service within a period of one month from the date the award becomes operative. An award is, accordingly, passed. It be sent to the appropriate Government for publication.

Dated 01-10-2012

Dr. R. K. YADAV, Presiding Officer

नई दिल्ली, 26 दिसम्बर, 2012

**का.आ. 159.**—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में केन्द्रीय सरकार ज्वाइन डाइरेक्टर एडमिस्ट्रेशन, इस्ट्रीट्यूट ऑफ अपलाइड मैनुपावर के प्रबंधन के संबद्ध नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण/श्रम न्यायालय न. 1, नई दिल्ली के पंचाट (संदर्भ संख्या 146/2011) को प्रकाशित करती है, जो केन्द्रीय सरकार को 20-12-2012 को प्राप्त हुआ था।

[सं. एल-42012/26/1998-आई आर (डी यू)]

सुरेन्द्र कुमार, अनुभाग अधिकारी

New Delhi, the 26th December, 2012

**S.O. 159.**—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award (Ref. No. 146/2011) of the Central Government Industrial Tribunal-cum-Labour Court No. 1, New Delhi as shown in the Annexure, in the Industrial Dispute between the Jt. Director Administration, Institute of Applied Manpower Research and their workman, which was received by the Central Government on 20-12-2012.

[No. L-42012/26/1998-IR (DU)]

SURENDRA KUMAR, Section Officer

#### ANNEXURE

**BEFORE DR. R. K. YADAV, PRESIDING OFFICER,  
CENTRAL GOVERNMENT INDUSTRIAL  
TRIBUNAL NO. 1, KARKARDOOMA COURTS  
COMPLEX, DELHI**

**I. D. NO. 146/2011**

Shri Kailash Joshi

S/o Late Sh. J.C. Joshi,

R/o S-1, New Block No. 1,

Railway Colony,

Sarojni Nagar,

New Delhi-110023

.....Workman

**Versus**

The Jt. Director Administration,

Institute of Applied Manpower Research,

I. P. Estate,

New Delhi-110001

.....Management

#### AWARD

The Institute of Applied Manpower Research (hereinafter referred to as the Institute) appointed a temporary messenger on 8-5-1990. The messenger used to remain absent frequently from his duties. He was irregular too in attending to his duties. Various memos were issued to him from time to time, but to no avail. In May '95, he again absented himself from his duties in an unauthorized manner. Memo dated 12-6-1995 was sent by post, calling upon him to explain as to why disciplinary action should not be initiated for his unauthorized absence. He opted not to receive the postal article. Efforts to trace whereabouts of the messenger proved futile. On 17-7-1995, the Institute terminated his services. After two years, the messenger raised an industrial dispute before the Conciliation Officer. Since his claim was contested by the Institute, conciliation proceedings ended into failure. On consideration of failure report, submitted by the Conciliation Officer, the appropriate

Government referred the dispute to this Tribunal for adjudication, vide order No. L-42012/26/98-IR(DU), New Delhi dated 31-8-1998, with the following terms:

“Whether the action of the management of the Institute of Applied Manpower Research in terminating the services of Shri Kailash Joshi S/o. Late Sh. J.C. Joshi, ex-messenger in the I.A. M.R. is legal and justified? If not to what relief the workman is entitled to?”

2. Claim statement was filed by the messenger, namely, Shri Kailash Joshi pleading that he was appointed by the Institute in its services on 8-5-1990. He was kept on probation for a period of one year. After successful completion of period of probation, he was confirmed in service. On 28-4-1995, he was confined to bed on account of relapse of enteric fever. He remained incapacitated to attend to his duties for a period of 14 weeks. On regaining health and being fit to resume duties, he came to the Institute on 3-8-1995 alongwith medical and fitness certificates. The Institute had not allowed him to resume duties. He was told that his services have been terminated with effect from 17-7-1995. He was shocked to know that his services were dispensed with in an illegal manner. Even termination order was not sent to him. Subsequently, he came to know that the termination letter was sent to C-413, Sarojni Nagar, New Delhi, where he was not residing at the relevant time. He had already informed the Institute about his new address. Deliberately, termination letter was sent to his old address. He made a number of verbal as well as written requests to the Institute to reconsider his case, but to no avail.

3. Claimant projects that there cannot be automatic termination of his service. Such automatic termination of his service is illegal. Since he has rendered more than 240 days continuous service in every calendar year, provisions of Industrial Disputes Act, 1947 (in short the Act) were applicable to him. Retrenchment compensation was not paid to him by the Institute. No charge sheet or show cause notice was issued nor any domestic enquiry was conducted. Hence, his termination order is violative of principles of natural justice also. He sent a legal notice to the Institute and thereafter raised the dispute. He is unemployed since the date of termination of his services. He claims reinstatement in service with continuity and full back wages. He also claims compensation to the tune of Rs.2 lakh against wrongful termination, besides 12% compound interest.

4. Institute made a demurral to his claim pleading that it is a society registered under the Societies Registration Act, 1860. It is engaged in activities of research in the field of applied manpower. It is neither engaged in any trade nor in any business or activity analogous to trade or business. It is not an industry as defined under section 2(j) of the Act. The dispute raised cannot be called as an industrial

dispute. The Institute is governed by its memorandum of association, rules and regulations, and bye laws framed there-under. Its activities cannot be said to be carried out either by or under the authority of the Central Government. Consequently, Central Government is not the appropriate Government within the meaning of Section 2(a) of the Act. The reference is as such incompetent.

5. Institute pleads that the claimant was appointed as a temporary employee. He was never made permanent nor appointed against any permanent vacancy. Claimant was in the habit of frequently taking leave and remaining absent without prior permission. Various memoes were issued, including those which were issued on 1-9-1994, 4-1-1995, 28-3-1993 and 27-4-1995. Claimant had applied for leave on medical grounds from 27-4-1995 to 5-5-1995. His application was received in the Institute on 1-5-1995. Since the application was not supported by any medical certificate nor his address during leave was mentioned therein leaves were not sanctioned. Memo dated 9-5-1995 was issued relating to unauthorized absence, calling upon him to show cause as to why disciplinary action should not be initiated against him. Letter sent by registered post could not be delivered since the claimant had submitted wrong residential address. The claimant was absent from his duties and not traceable at all. Notice was displayed on the notice board, notifying to all staff members to inform whereabouts of the claimant and to advise him to report for duties by 30-6-1995. There was no response to the notice. Authorities of Police Station I.P. Estate were informed about absence of the claimant from duties. When he did not report for duty till 17-7-1995, his services were terminated on payment of one months' pay in lieu of notice under bye law No. 16(1)(ii) of the bye laws of the Institute. His services were dispensed with, in accordance with the bye laws. Till two years, the claimant did not raise any dispute. For the first time, legal notice was received after two years, in September 1997, wherein he raised a demand for reinstatement in service. Action of the Institute is in consonance with the law. Claimant is not entitled to relief of reinstatement. His claim is liable to be dismissed, being devoid of merits.

6. Vide order No. Z-22019/6/2007-IR (C-II), New Delhi dated 11-2-2008, case was transferred to Central Government Industrial Tribunal No. 11, New Delhi for adjudication by the appropriate Government. It was re-transferred to this Tribunal vide order No. Z-22019/6/2007-IR (C-II), New Delhi dated 30-3-2011 by the appropriate Government, for adjudication.

7. The claimant examined himself in support of his claim. Shri B.N. Mishra was examined on behalf of the Institute. Affidavit of Shri Shyam Sunder was also tendered in evidence. Since the claimant had abandoned the proceedings with effect from 24-9-2008, no opportunity could be granted to him to purify testimony of Shri Shyam Sunder by an ordeal of cross examination.

8. Arguments were heard at the bar. Shri Shaswat Singh Gaur, authorized representative, advanced arguments on behalf of the Institute. None came forward to raise submissions on behalf of the claimant. I have given my careful consideration to arguments advanced at the bar and cautiously perused the record. My findings on the issues involved in the controversy are as follows:—

9. First and foremost contention advanced by Shri Gaur is that the Institute is engaged in carrying out research in the field of applied manpower. He presents that the Institute does not carry out any activity analogous to trade or business. According to him, the Institute is not an industry, hence the present dispute cannot be called an industrial dispute. In his testimony, Shri Mishra did not spell any fact relating to activities being carried on by the Institute. No different facts, than those testified by Shri Mishra, were detailed by Shri Shyam Sunder in his affidavit, which was tendered as evidence. In the light of these facts, it is expedient to adjudicate the proposition put forward by the Institute. For an answer to the proposition, it would be expedient to consider definition of the term 'industry' as contained in section 2(j) of the Act. For the sake of convenience, the said definition is extracted thus:

Industry "Industry" means any business, trade, undertaking, manufacture or calling of employers and includes any calling, services, employment, handicraft, or industry occupation or avocation of workmen;

10. The definition of "industry" is both exhaustive and inclusive. It is in two parts. The first part says that it "means any business, trade, undertaking, manufacture or calling of employers" and then goes to say that it "includes any calling service employment, handicraft or industrial occupation or avocation of workman." Thus one part defined it from the stand point of the employer, and the other part from the stand point of the employees. The first part of the definition gives the statutory meaning of the industry, whereas the second part deliberately refers to several other items of industry and bring them in the definition in an inclusive way. The first part of the definition determines any industry by reference to occupation of employers in respect of certain activities viz., business, trade, undertaking, manufacture or calling. The second part views the matter from the angle of employees and is designed to include something more in what the term primarily denotes. By this part of the definition any calling employment, handicraft, industrial occupation or avocation of workman is included in the concept of industry. This part gives extended connotation.

11. Gloss was put on the definition of word "industry" by the High Courts and the Apex Court time and again. The question as to what is "industry" has continuously baffled and perplexed the courts. A graph of the cases decided by the Apex Court, if plotted on the

background of the expression used in two parts of the definition of "Industry", would represent rather a zig zag curve. There have been various judicial ventures in this rather volatile area of law. The decided cases show that the efforts were made to evolve test by reference to characteristics regarded as essential for constituting an activity as an "Industry". Various cases would show that the Apex Court has been guided more by empirical rather than a strictly analytical approach. Most of the decision have centered around the expression "undertaking" used in the definition. In Bangalore Water Supply and Sewerage Board (1978 Lab. I.C. 778) the Apex Court reviewed the earlier decisions on interpretation of the wide words encompassed in the definition and formulated positive and negative principles for identifying "industry" as enacted by clause (j) of section 2 of the Act. It would be expedient to reproduce the authoritative pronouncement of the Court, in the very words set out in the majority decision, handed down by Justice Krishna Iyer, which are extracted thus:

"1. "Industry" as defined in S. 2 (j) and explained in Banerji (AIR 1953 S.C. 58) has a wide import.

(a) Where (i) systematic activity, (ii) organised by Co-operation between employer and employee (the direct and substantial element is chimerical) (iii) for the production and/or distribution of goods and services calculated to satisfy human wants and wishes (not spiritual or religious but inclusive of material things or services geared to celestial bliss i.e. making, on a large scale prasad or foods) prima facie, there is an "industry" in that enterprise.

(b) Absence of profit motive or gainful objective is irrelevant, be the venture in the public, joint, private or other sector.

(c) The true focus is functional and the decisive test is the nature of the activity with special emphasis on the employer-employee relations.

(d) If the organization is a trade or business it does not cease to be one because of philanthropy animating the undertaking.

II. Although section 2(j) uses words of the widest amplitude in its two limbs, the re-meaning cannot be magnified to over reach itself.

(a) "Undertaking" must suffer a contextual and associational shrinkage as explained in Banerjee and in this judgement, so also, service, calling and the like. This yields the inference that all organized activity possessing the triple elements in I (supra), although not trade or business, may still be 'industry' provided the nature of activity, viz. the employer-employee basis, bears resemblance to what we find in trade or business. This takes into the fold 'industry' undertaking, calling and

services, adventures, analogous to the carrying on the trade or business". All features, other than the methodology of carrying on the activity viz. in organizing the co-operation between employer and employee, may be dissimilar. It does not matter; if on the employment terms there is analogy.

III. Application of these guidelines should not short of their logical reach by invocation of creeds, cults or inner sense of incongruity or outer sense of motivation for or resultant of the economic operations. The ideology of the Act being industrial peace, regulation and resolution of industrial dispute between employer and workmen, the range of their statutory ideology must inform the reach of the statutory definition. Nothing less, nothing more.

(a) The consequences are (i) profession, (ii) clubs, (iii) education institutions, (iv) co-operatives, (v) research institutes, (vi) charitable projects and (vii) other kindred adventures, if they fulfil the triple tests listed in 1(supra), cannot be exempted from the scope of section 2(j).

(b) A restricted category of professions, clubs, co-operatives and even gurukulas and little research labs may qualify for exemption if in simple ventures, substantially, and going by the dominant nature criterion, substantively no employees are entertained but in menial matters, marginal employees are hired without destroying the non employee character of the unit.

(c) If, in a pious or altruistic mission many employ themselves, free or for small honoraria or like return, mainly drawn by sharing in the purpose or cause, such as lawyers volunteering to run a free legal services clinic or doctors serving in their spare hours in a free medical centre or ashramites working at the bidding of the holiness, divinity or like central personality, and the services are supplied free or at nominal cost and those who serve are not engaged for remuneration or on the basis of master and servant relationship, then, the institution is not an industry even if stray servants, manual or technical, are hired. Such eleemosynary or like undertakings alone are exempt not other generosity, compassion, developmental passion or project.

VI. The dominant nature test:

(a) Where a complex of activities, some of which qualify for exemption, other not, involves employees on the total undertaking some of whom are not "workmen" as in the University

of Delhi case (AIR 1963 S.C. 1873) or some departments are not productive of goods and services if isolated, even then, the predominant nature of the services and the integrated nature of the departments as explained in the Corporation of Nagpur (AIR 1960 S.C. 657) will be the true test. The whole undertaking will be industry although those who are not "workmen" by definition may not benefit by the status.

(b) Notwithstanding the previous clauses, sovereign functions, strictly understood (alone) qualify for exemption, not the welfare activities or economic adventures undertaking by govt. or statutory bodies.

(c) Even in department discharging sovereign functions, if there are units which are industries and they are substantially severable, then they can be considered to come within S. 2(j)

(d) Constitutional and competently enacted legislative provisions may remove from the scope of the all categories which otherwise may be covered thereby.

V.

We overrule *Safdarjung* (AIR 1970 S.C. 1407). *Solicitors case* (AIR 1962 S.C. 1080), *Gymkhana* (AIR 1968 S.C. 554), *Delhi University* (AIR 1963 S.C. 1873), *Dhanraj Giriji Hospital* (AIR 1975 SC 2032) and other rulings whose ratio runs counter to the principles enunciated above, and the *Hospital Mazdoor Sabha* (AIR 1960 SC 610) is hereby rehabilitated."

12. Principles laid down in *Bangalore Water Supply & Sewerage Board* (supra) hold ground. Therefore, the controversy raised will be adjudicated in view of the law laid by the Apex Court in the precedent referred above. The Centre agitates that it is not an industry. The view point held by the Centre is that no profit motive activities are being carried on by it. No business is being run, hence the Centre cannot be termed as an 'industry'. Except the facts referred above, the Centre nowhere projects any other factors to lay emphasis on the fact that it is not an 'industry'. Contra to it the claimant agitates that the Centre is an 'industry'.

13. In *Ahmedabad Textile Industry's Research Association* [1960 (2) L.J. 720] the association was established to carry on research with respect to the textile industry with a view to secure greater efficiency, rationalization and reduction of cost, which were "material services" to the textile industry hence the association answered the definition of industry. But in *Safdarjung Hospital case* (supra) was held to be an industry because it was a non-profit making body and its work was in the

nature of training, research and treatment. In *Indian Standard Institute 1966 (1) LLJ 33* the Apex Court suggested that in order to be recognized as an undertaking analogous to trade or business, the activity must be an economical activity in the sense that it is productive of material goods or material services. In *Bangalore Water Supply and Sewerage Board (supra)*, the Apex Court laid down that an activity systematically or habitually undertaken for production or distribution of goods for rendering material services to the community a large or a part of such community with the help of employees is an undertaking. An 'industry' thus was said to involve cooperation between the employer and employees for the object of satisfying material human needs but not for oneself nor for pleasure nor necessity for profit. Lack of business and profit motive or capital investment would not take out an activity from the sweep of 'industry', if other conditions are satisfied. It is the activity in question which attracts the definition and absence of investment of any capital or the fact that the activity is conducted for profit motive or not, would not make material difference. Conversely mere existence of profit motive will not necessarily convert the activity into "industry" if other tests are not satisfied.

14. One may project that the Institute carry out sovereign functions hence it cannot be termed as an industry. Therefore it is expedient to know as to what are regal and sovereign functions of the State which may qualify for exemption from the ambit of the definition of word "industry"? Regal powers of the State has acquired a definite connotation, which can be described as "administration of justice, maintenance of order, repression of crime, security of borders from external aggression and legislative powers, as among the primary and inalienable functions of a Constitutional Government". In *Corporation of City of Nagpur [1960 (1) LLJ 523]* the Apex Court observed that it could not have been in contemplation of the legislature to bring in the regal functions of the State within the definition of "industry" and to confer jurisdiction on Industrial Tribunal to decide disputes in respect thereof. The activities of the Government which can be properly described as regal or sovereign activities, are therefore, outside the scope of industry. In *Hospital Mazdoor Sabha [1960 (1) LLJ 251]* the Supreme Court adumbrated the test: can such activity be carried on by private individual or group of individuals? The answer to this is: if a business or activity could not be carried on by a private individual or group of individuals, it could not be an industry, while if it could be, it might fall within the scope of "industry". This test reiterated in *Corporation of City of Nagpur (supra)* but rejected in *Gymkhana Club [1967 (II) LLJ 720]*. In *Bangalore Water Supply and Sewerage Board (supra)* the Apex Court observed "\*\*\*\* sovereign functions, strictly understood, (alone) qualify for exemption, not the welfare activities or economic adventures undertaken by Government or statutory bodies. Even in departments

discharging sovereign functions, if there are units, which are "industry" and they are substantially severable, they can be considered to come within section 2(j)". In *Chief Conservator of Forests [1996 (1) LLJ 1223]* the above proposition was reiterated wherein it was observed "\*\*\*\* even within the wider circle of sovereign function, there may be an inner circle encompassing some units which could be considered as "industry", if substantially severable".

15. In *Physical Research Laboratory [1997 (2) LLJ]* Apex court held that the Physical Research Laboratory is not an 'industry' because it is not engaged in an activity which can be called business, trade or manufacturing nor it is an undertaking analogous to business or trade. It is not engaged in commercial or industrial activity and cannot be described as an economic venture or commercial enterprise as it is not its objective to produce and discharge services which would satisfy wants and needs of consumer community. It is not rendering any services to others. It is engaged in pure research in space science.

16. While reaching the conclusion, referred above, the Apex Court relied observations made in *Bangalore Water Supply (supra)* with respect to research institutes, which observations are extracted thus:

"Does research involve collaboration between employer and employee? It does. The employer is the institution, the employees are the scientists, para-scientists and other personnel. Is scientific research service? Undoubtedly it is. Its discoveries are valuable contributions to the wealth of the nation. Such discoveries may be sold for a heavy price in the industrial or other markets. Technology has to be plate for and technological inventions and innovations may be patented and sold. In our scientific and technological age nothing has more cash value, as intangible goods and invaluable services, than discoveries. For instance, the discoveries of Thomas Alva Edison made him fabulously rich. It has been said that his brain had the highest cash value in history for he made the world vibrate with the miraculous discovery of recorded sound. Unlike most inventors, he did not have to wait to get his reward in heaven; he received it munificently on this gratified and grateful earth, thinks to conversion of his inventions into, money a plenty. Research benefits industry. Even though a research institute may be a separate entity disconnected from the many industries which funded the institute itself, it can be regarded as an Organisation, propelled by systematic activity, modelled on co-operation between employer and employee and calculated to throw up discoveries and inventions and useful solutions which benefit individual industries and the nation in terms of goods and services and wealth. It follows that research

institutes, albeit run without profit-motive, are industries”.

17. Now, I would turn to the facts of the present controversy. In its written statement, the Institute nowhere mentions the activities being carried on by it. In the testimony of Shri Mishra as well as in the affidavit of Shri Shyam Sunder, no facts relating to activities being carried on by the Institute are mentioned. However, Memorandum of Association of the Institute has been placed over the record. When this document is scanned, it came to light that there are various objectives for which the Institute is established. It would be convenient to detail these objectives, which are extracted hereunder:

- “(i) To advance knowledge about the nature, characteristics and utilization of human resources in India.
- (ii) To provide a broad perspective of requirements of trained manpower for economic development in different fields with due regard to the probable impact of technological changes on the pattern of employment.
- (iii) To develop improved methods of techniques for dealing with:
  - a. Training and development of the existing workforce.
  - b. Educational preparation for employment.
  - c. Vocational guidance.
  - d. Identifying and developing highly talented persons.
  - e. Forecasting demand and supply of manpower and connected matters.
- (iv) To provide manpower research services to Government departments, public corporations and private establishments.
- (v) To establish and maintain centers of research into manpower problems.
- (vi) To undertake, organize and facilitate study courses, conferences, lectures, seminars and the like to promote the aforesaid objects.
- (vii) To undertake and provide for publication of journals and research papers and books to establish and maintain libraries in the furtherance of the aforesaid objects.
- (viii) To subscribe to or become a member or to co-operate or amalgamate with any other association or society whose objects are similar.
- (ix) To stimulate interest in manpower problems generally and to co-operate with and assist

manpower research by other agencies and institutes or professional associations.

- (x) To co-operative with the international agencies engaged in manpower research and arrange for inter change of personnel, materials and data.
- (xi) To provide advanced training in professional techniques for manpower planning and administration, and
- (xii) To do all such other lawful things as are conducive or incidental to the attainment of the above objects.

18. As detailed above, the Institute provides manpower research services to Government departments, public corporations and private establishments. Therefore, there are no two opinions that the Institute renders services to public corporations and private establishments besides government departments. It emerges over the record that the Institute provides its skill, knowledge and dexterity for production of research in manpower. Such research work to public corporation and private establishment would amount to rendering services.

19. Whether services rendered by the Institute can be called material services? In R. Srinivasa Rao (1990 Lab. I.C. 174), activities of National Remote Sensing Agency, a research institute, mainly rendering consultancy service on survey facilities, viz. carry out survey by using remote sensing techniques for locating various natural resources for agriculture, hydrology, meteorology, fisheries, minerals, oil, soil, environmental manufacturing, forestry, ocean resources, tapping land sources and crop diseases and other sciences, surveillance, distribution of material to institutions and persons, were held to be material services. When assessed on above standards, activities being carried on by the Institute, such as to provide manpower research to public corporations and private establishments are found to be material services. Such material services are also performed by private persons companies too in other fields. Such services would not fall within the ambit of sovereign functions, since these functions would not answer the criteria of administrations of justice, maintenance of order, repression of crime, security of borders from external aggression and legislative powers of the State. It could not be said that above services were being rendered by the Institute as welfare activities of the State. Consequently, the above activities do not fall within the ambit of regal functions of the State. There is no doubt that the Institute carries out systematic activities and its employees do not belong to such category which renders their services voluntarily without any remuneration. Therefore, it is emerging that triple test, referred above, stood satisfied and activities of the Institute fall within the ambit of industry as defined in Section 2(j) of the Act. Objection raised by the Institute is brushed aside on that count.

20. The next proposition raised by the Institute is that it is a society registered under the Societies Registration Act, 1860 and as such is distinct and independent legal entity. Activities of the Institute cannot be said to be carried out either by or under the authority of the Central Government. Claim has been made that the Central Government is not the appropriate Government for the purpose of making reference of the dispute for adjudication. For an answer legal framework is to be noted. Clause (a) of section 2 of the Act defines appropriate Government. It would be expedient to construe the definition of phrase 'appropriate Government', which is extracted thus:

"2(a) "appropriate Government" means -

(i) in relation to any industrial dispute concerning any industry carried on by or under the authority of the Central Government or by a railway company or concerning any such controlled industry as may be specified in this behalf by the Central Government or in relation to an industrial dispute concerning a Dock Labour Board established under section 5A of the Dock Workers (Regulation of Employment) Act, 1948 (9 of 1948), or the Industrial Finance Corporation of India Limited formed and registered under the Companies Act, 1956 (1 of 1956) or the Employees' State Insurance Corporation established under section 3 of the Employees' State Insurance Act, 1948 (34 of 1948), or the Board of Trustees and the State Board of Trustees section 5A and section 5B, respectively, of the Employees' Provident Fund and Miscellaneous Provisions Act, 1952 (19 of 1952) or the Life Insurance Corporation of India established under section 3 of the Life Insurance Corporation Act, 1956 (31 of 1956), or the Oil and Natural Gas Corporation Limited registered under the Companies Act, 1956 (1 of 1956), or the Deposit Insurance and Credit Guarantee Corporation established under section 3 of the Deposit Insurance and Credit Guarantee Corporation Act, 1961 (47 of 1961), or the Central Warehousing Corporation established under section 3 of the Warehousing Corporation Act, 1962 (58 of 1962), or the Unit Trust of India established under section 3 of the Unit Trust of India Act, 1963 (52 of 1963), or the Food Corporation of India established under section 3, or a Board of Management established for two or more contiguous States under section 16, of the Food Corporations Act, 1964 (37 of 1964), or the Airports Authority of India constituted under section 3 of the Airports Authority of India Act, 1994 (55 of 1994), or a Regional Rural Bank established under section 3 of the Regional Rural Banks Act, 1976 (21 of 1976), or the Export Credit and Guarantee Corporation Limited or the Industrial Reconstruction Corporation of India Limited, the National Housing Bank established

under section 3 of the National Housing Bank Act, 1987 (53 of 1987), or the Banking Service Commission Act 1975 or an air transport Service, or a banking or an insurance company, a mine, an oil field, a Cantonment Board, or a major port, an company in which not less than fifty one percent of the paid up share capital is held by the Central Government, or any Corporation, not being a Corporation referred to in this clause, established by or under any law made by Parliament, or the Central Public Sector Undertaking, subsidiary companies set up by the principal undertaking and autonomous bodies owned or controlled by the Central Government, the Central Government, and

(ii) in relation to any other industrial dispute, the State public sector undertaking, subsidiary companies set up by the principal undertaking and autonomous bodies owned or controlled by the State Government, the State Government :

Provided that in case a dispute between a contractor and the contract labour employed through the contractor in any industrial establishment where such dispute first arose, the appropriate Government shall be the Central Government or the State Government, as the case may be, which has control over such industrial establishment;

21. In relation to an industrial dispute, appropriate Government can either mean the Central Government or the State Government. The Central Government has been defined under section 3(8) and the State Government under section 3(60) of the General Clauses Act, 1897. In relation to an industrial dispute concerning—

1. an industry carried on or under the authority of the Central Government, or a railway company, or
2. an such controlled industry as may be specified in this behalf by the Central Government, or
3. a Dock Labour Board established under section 5A of the Dock Workers (Regulation of Employment) Act, 1948 (9 of 1948), or
4. the Industrial Finance Corporation of India Limited formed and registered under the companies Act, 1956, or
5. the Employees' State Insurance Corporation established under section 3 of the Employees' State Insurance Act, 1948 (34 of 1948), or
6. the Board of Trustees constituted under section 3A of the Coal Mines provident Fund and Miscellaneous Provisions Act, 1948 (46 of 1948), or
7. the Central Board of Trustees and the State Board of Trustees constituted under section 5A and section 5B, respectively, of the Employees' Provident Fund and Miscellaneous Provisions Act, 1952 (19 of 1952), or

8. the Life Insurance Corporation of India established under section 3 of the Life Insurance Corporation Act, 1956 (31 of 1956), or
9. the Oil and Natural Gas Corporation Limited registered under the Companies Act, 1956, or
10. the Deposit Insurance and Credit Guarantee Corporation established under section 3 of the Deposit Insurance and Credit Guarantee Corporation Act, 1961 (47 of 1961), or
11. the Central Warehousing Corporation established under section 3 of the Warehousing Corporations Act, 1962 (58 of 1962), or
12. the Unit Trust of India established under section 3 of the Unit Trust of India Act, 1963 (52 of 1963), or
13. the Food Corporation of India established under section 3 of the Food Corporation Act, 1964 (37 of 1964), or
14. a Board of Management established for two or more contiguous States under section 16 of the Food Corporation Act, 1964 (37 of 1964), or
15. the Airports Authority of India constituted under section 3 of the Airports Authority of India Act, 1994 (55 of 1994), or
16. a Regional Rural Bank established under section 3 of the Regional Rural Banks Act, 1976 (21 of 1976), or
17. the Export Credit and Guarantee Corporation Limited or
18. the Industrial Reconstruction Bank of India Limited, or
19. the National Housing Bank established under section 3 of the National Housing Bank Act, 1987 (53 of 1987), or
20. an air transport service, or
21. a banking company, or
22. an insurance company, or
23. a mine, or
24. an oil-field, or
25. a Cantonment Board, or
26. a major port, or
27. any company in which not less than fifty-one percent of the paid-up share capital is held by the Central Government, or
28. any corporation, not being a corporation referred to in this clause, established by or under any law made by Parliament, or

29. the Central Public Sector Undertaking, or

30. subsidiary companies set up by the principal undertaking and autonomous bodies owned or controlled by the Central Government, the appropriate Government would mean the Central Government".

22. In relation to any industrial dispute, other than those specified in sub-clause (i) of clause (a) of section 2 of the Act, appropriate Government would be State Government. In other words, all industrial disputes which are outside the purview of sub-clause (i) are concern of the State Government under sub-clause (ii) of clause (a) of section 2 of the Act. Thus, the general rule is that an industrial dispute raised between employer and his employees would be referred for adjudication by the State Government, except in cases falling under section 2(a)(i) of the Act. Consequently, where industrial dispute which does not fall within the ambit of section 2(a) (i) of the Act, appropriate Government cannot be the Central Government.

23. Now it would be ascertained as to whether the Institute falls within the ambit of industry, carried on by or under the authority of the Central Government or is any such controlled industry as may be specified in this behalf by the Central Government. Therefore the phrases "under the authority of and 'on behalf of' would project that the industry must be carried on by and under the authority of the Central Government. The authority should mean as where an agent or servant acts under such authority of his principal. These phrases mean much the same as 'on behalf of the Central Government'. Therefore these phrases must mean and are intended to apply to industries carried on under the authority of or on behalf of the Central Government, it must be an industry belonging to the Central Government that is to say its undertaking. Reference can be made to precedent in Heavy Engineering Mazdoor Union [1969 (2) LLJ 549]. The expression 'carried on by or under the authority of the Central Government' involves a direct nexus with the industry through servants or agents of the Central Government. In order to come within the purview of this expression, an industry must be acting pursuant to the authority of the Central Government as if it were an agent or servant of the Central Government as its principal. See Indian Naval Canteen Control Board [1965 (2) LLJ 366] and Management of Bihar Khadi Gram Udyog Sangh (1977 Law I.C. 466).

24. In Heavy Engineering Mazdoor Union (supra), the Apex Court ruled that an incorporated company has a separate existence and the law recognizes it as a juristic person separate and distinct from its members. The inference that the corporation is the agent of the government may be draw where it is performing in substance governmental and not commercial functions. Reference can be made to London County Territorial and Auxiliary Forces Association [1942 (2) ALL. E.R. 432]. Where extensive powers conferred

on Central Government to give directions as to the functioning of the company to appoint directors and to determine wages and salaries payable by the company to its employees are derived from the company's memorandum and articles of association, it would be said that it was controlled wholly or partially by the Central Government. In these circumstances the company can easily be identified as the agent of the Central Government. The companies and corporations held and controlled by the Central Government will be instrumentalities of the Central Government within the meaning of Article 12 of the Constitution, ruled the Apex Court in *Air India Statutory Corporation* [1997 (1) LLJ 1113]. This holding of the Apex Court overrules earlier dicta in *Heavy Engineering Mazdoor Union* (supra), *Hindustan Aeronautics Ltd.* [1975 (2) LLJ 336], *Rashtriya Mill Mazdoor Union* [1984 (2) LLJ 347], *Central Warehouse Corporation* [1983 (64) FLR 124 (Delhi)] and *National Buildings Construction Corporation* [1981 Lab. IC 62 Delhi].

25. When authority to run an industry is derived from the Central Government, which exercised all control over the executive council to run it, it can be said that the industry was being run by and on and behalf of the Central Government. In case of *National Institute for Training in Industrial Engineering Society* [1988 (1) LLN 102], it was ruled that the Institute was completely under the control of the Central Government, hence the Central Government was the appropriate Government in relation to any industrial dispute concerning the employees.

26. Industry carried on by a corporation incorporated under the Companies Act and not directly by the Central Government or any of its department, it cannot be said to be an industry carried on by the Central Government though all the shares are owned by the President of India and some officials. Reference can be made to precedent in *Heavy Engineer Mazdoor Union* (supra). Industries which are carried on for their own purposes by incorporated commercial corporations which are governed by their own constitution as authorized by the Companies Act cannot be described as carried on 'under the authority of the Central Government', even when the Central Government controls these corporation. The industries are working under the authority of their constitutions or charters. See *Abdul Rehman Abdul Gafur* [1962 (2) LLJ 693].

27. *Khadi Ashram Panipat*, a registered society, certified by Khadi Commission was held to be not an industry run under the authority of Central Government, within the meaning of Section 2(a) of the Act. In the same manner it was ruled that to make a reference in respect of an industrial dispute in *Khadi and Village Industry Commission*, the appropriate government would be the State Government and not the Central Government since the commission carries on commercial activities on its own behalf and does not carry sovereign functions of the Central

Government that has a pervasive control over it. Reference may be made to the precedent in *Nand Kishore* (1995 Lab. IC 1513).

28. A sainik school established and controlled by a society, would not fall within the ambit of an industry being carried on by the Central Government in respect of a reference of an industrial dispute. The fact that some authorities and officers from the Central Government are included while constituting the society to run the institution would not make it an institution run by and under the authority of the Central Government. See *Narayan Chandra Muzumdar* [1995 Lab. IC (NOC) 258].

29. Now the law, referred above, would be applied to the present controversy. Executive Council of the Institute was constituted wherein following members were initially included:

- (i) Shri Vishnu Sahay, Secretary, Planning Commission, New Delhi.
- (ii) Shri L.P. Singh, Additional Secretary, Ministry of Home Affairs, New Delhi.
- (iii) Shri Charat Ram, 15, Diplomatic Enclave, Kitchner Road, New Delhi.
- (iv) Shri R. Prasad, Director, Directorate of Manpower and Joint Secretary, Ministry of Home Affairs, New Delhi.
- (v) Shri G. K. Chandiramani, Joint Educational Adviser (Technical) and Joint Secretary, Ministry of Scientific Research and Cultural Affairs, New Delhi.
- (vi) Shri D. Sandhya, Joint Secretary, Ministry of Commerce & Industry, New Delhi.
- (vii) Shri R.P. Padhi, Joint Secretary, (Personnel) Ministry of Finance (Department of Expenditure), New Delhi.
- (viii) Shri S. Abdul Qadir, Director-General, Employment and Training and Joint Secretary, Ministry of Labour and Employment, New Delhi.

30. As noted above, except one businessman, all other members of the Executive Council are civil servants, occupying high position in Government of India, Institute was registered as a society and application in that behalf was submitted by Shri M.S. Ramanathan, Section Officer, Directorate of Manpower, Ministry of Home Affairs, Govt. of India, New Delhi. Persons who had put in their hands to the Memorandum of Association are also civil servants occupying high position in Government of India, except Shri Charat Ram, Shanti Prakash and Shri P. Chentsal Rao. The persons who got the Institute registered as society are detailed as follows:

- I. Shri Vishu Sahay, Secretary, Planning Commission, New Delhi.

2. Shri R.P. Padhi, Joint Secretary, (Personnel), Ministry of Finance (Department of Expenditure), New Delhi.
3. Shri G.K. Chandiramani, Joint Educational Adviser (Technical) and Joint Secretary, Ministry of Scientific Research and Cultural Affairs, New Delhi.
4. Shri B. Mazumdar, Additional Member (Staff), Railway Board, Ministry of Railway, New Delhi.
5. Shri D. Sandilya, Joint Secretary, Ministry of Commerce & Industry, New Delhi.
6. Shri Shanti Prakash, Honorary Secretary, All India Management Association, Press Bhawan, 8E, Rani Jhansi Road, New Delhi.
7. Shri Charat Ram, 15, Diplomatic Enclave, Kitchner Road, New Delhi.
8. Shri P. Chentsal Rao, Secretary, All India Organization of Industrial Employers, 'Federal House, Bazar, New Delhi.
9. Shri L.P. Singh, Additional Secretary, Ministry of Home Affairs, New Delhi.
10. Shri Pitambar Pant, Chief Perspective Planning Division, Planning Commission, New Delhi.
11. Shri R. Prasad, Director Directorate of Manpower and Joint Secretary, Ministry of Home Affairs, New Delhi.

31. Rules were also framed, which project that the General Council consists of President (to be appointed by the Government of India), not more than three Vice Presidents (to be appointed by the Government of India), Chairman of the Executive Council, Director (ex-official) to be appointed by the Government of India, Treasurer and representatives of various bodies and Government departments, detailed as follows:—

- (i) Planning Commission.
- (ii) Ministry of Finance (Department of Expenditure).
- (iii) Ministry of Human Resource Development (Department of Education).
- (iv) Ministry of Agriculture (Department of Rural Development).
- (v) Ministry of Defence.
- (vi) Ministry of Health and Family Welfare (Department of Health).
- (vii) Ministry of Industry (Department of Industrial Development).
- (viii) Ministry of Labour (DGE & T).
- (ix) Ministry of Personnel, Public Grievances and Pensions.
- (x) Ministry of Railways.

- (xi) Ministry of Science and Technology (Department of Science and Technology).
- (xii) Ministry of Welfare.
- (xiii) Central Statistical Organization.
- (xiv) Union Public Service Commission.
- (xv) Council of Scientific and Industrial Research.
- (xvi) University Grants Commission.
- (xvii) All India Council of Technical Education.
- (xviii) All India Council of Agricultural Education.
- (xix) Medical Council of India.
- (xx) National Council for Vocational Training.
- (xxi) Institution of Engineering (India).
- (xxii) Institution of Chemical Engineers.
- (xxiii) Institution of Electronics and Telecommunication Engineers.
- (xxiv) Indian Statistical Institute.
- (xxv) National Productivity Council.
- (xxvi) National Labour Institute.
- (xxvii) Indian Institute of Public Administration.
- (xxviii) National Council of Applied Economic Research.
- (xxix) National Institute of Educational Planning Administration.
- (xxx) All India Management Association.
- (xxxi) Six representatives of State Government one each representing Northern, Eastern, Southern, Western, Central and North Eastern Zones, on rotation basis for a period of two years in each phase.
- (xxxii) One representative of the North Eastern Zonal Council.
- (xxxiii) One representative each of Federation of Indian Chambers of Commerce and Industry, Employers Federation of India.
- (xxxiv) All India Manufacturers Organization.
- (xxxv) Three representatives of labour nominated by Government for terms at a time but extendable.
- (xxxvi) Two members of the faculty of Institute on two years rotation basis (to be nominated by the Director from amongst senior faculty members at two different levels).
- (xxxvii) Two members of user organizations governmental or non-governmental evincing interest in manpower issues and activity associating themselves therewith.

32. Executive Council of the Institute was empowered to manage its affairs. Executive Council consists of Chairman, Director and representatives of Planning Commission, Ministry of Finance, Department of Expenditure, Ministry of Human Resources Development, (Department of Education), Ministry of Labour, National Productivity Council, Employees Federation of India, All India Manufacturers Organization, All India Management Association and All India Organization of Labour. Executive Council functions subject to general control and directions of the General Council and subject to such limitation as may be imposed by the Government of India from time to time.

33. Out of the above facts, it emerges over the record that the Central Government exercises control over the Executive Council of the Institution. It is evident that the Institute is completely under the control of the Government of India. These facts make it clear that the activities of the Institute were being carried on under the directions and control of the Central Government. Relying these facts, I have no hesitation to conclude that the activities of the Institute are being carried on under the authority of the Central Government. It does not lie in the mouth of the Institute to agitate that the appropriate Government for making reference of the dispute is the State Government.

34. Now facts of the present controversy would be addressed. Shri Joshi unfolds that he was engaged by the Institute on 08-5-1990. He continuously served the institute till 17-08-2005. Letter No.2-4/36/Admn dated 11-05-1990, which is Ex.MW1/1, has been relied by the claimant. When this letter was scanned, it came to light that the claimant was appointed as messenger in temporary capacity. He was to remain on probation for a period of one year, which period of probation was extendable, if necessary. Services of the claimant were liable to be terminated without notice or pay in lieu thereof and without assigning any reason thereof during the period of probation. Even on satisfactory completion of the period of probation, his services were liable to be terminated by notice of one month by the appointing authority or pay in lieu thereof or for such period as fall short of one month.

35. Claimant unfolds in his testimony that his services were regularized in 1990. However, he opted not to file any documents to show that his services stood regularized. Thus it is clear that the Institute has not passed any order for regularisation of services of the claimant. Question for consideration would be as to whether the services of the claimant would be deemed to have been regularized on completion of period of probation? Legal propositions are to be taken note of, for adjudication of the question. A probationer does not automatically attain permanent status on expiry of his probation. If he is neither discharged nor confirmed, he continues to serve as a probationer until otherwise dealt with. Therefore, in the absence of anything

contained in the contract to the contrary nothing would prevent the employer from extending the period of probation for a further reasonable period. The purpose of placing a person on probation is to try him during period of probation to assess his suitability for the job. If an employee who is on probation is removed from his service during his period of probation by order of termination simpliciter, it cannot be said that the order was stigmatic. The principle of law relating to discharge under contract and discharge simpliciter were extended to the discharge of probationer by the Supreme Court in *Express Newspaper Ltd. [1964 (1) LLJ 9]*. The facts of the case were that a journalist was appointed on probation for a period of 6 months and was to be confirmed on being found suitable for the job. Before the expiry of period of probation the employer terminated his services on the ground that his work was not satisfactory. The journalist challenged his discharge on the ground that it was mala fide and unfair labour practice on the part of the employer. The employer pleaded that the journalist was appointed on probation, hence termination of his service on account of unsatisfactory work was well within rights. The Apex Court recognized the right of the employer to terminate service of a probationer at the end of the period of probation. The observations made by the Apex Courts are extracted thus:

“there can, in our opinion be no doubt about the position in law that an employee appointed on probation for 6 months continues as probationer even after the period of 6 months if at the end of the period his services had either not been terminated or he is confirmed it appears clear to us that without anything more an appointment on probation for 6 months give the employer no right to terminate the service of an employee before 6 months had expired except on the ground of misconduct or other sufficient reasons in which case even the service of a permanent employee could be terminated at the end of the 6 months period the employer can either confirm him or terminate his services because his performance is found unsatisfactory. If no action is taken by the employer either by way of confirmation or by way of termination the employee continues to be in services as a probationer”

36. The distinction was maintained by the Apex Court between cases of termination of employment of a probationer before period of probation had expired and the cases where the employer exercise his inherent right either to confirm or to terminate the employment of the probationer at the end the period of probation. When an employee appointed on probation for a specific period is allowed to continue in the post after the expiry of that period without any specific order of confirmation, he continues in his post as a probationer only and acquires no substantive right to the post in the absence of any stipulation to the contrary in the original order of appointment or service rules. When

an employee is allowed to continue after end of period of probation, necessary implication would follow that his period of probation has been extended and it cannot be concluded that he should be deemed to have been confirmed. Law to this effect was laid by the Apex Court in *Dharm Singh* (AIR 1968 SC 1210). Consequently it is clear that an express order of confirmation is necessary to give an employee substantive right to the post and from the mere fact that he is allowed to continue in the post after the end of period of probation, it is not possible to hold that he should be deemed to have been confirmed. In *Unit Trust of India* [1993 (1) LLJ 240] the Apex Court announced that the very purpose of putting a person on probation is to which his performance. No express order of confirmation of services of the claimant was issued by the Institute. Hence it is clear that he was on probation when impugned action was taken by the Institute.

37. Whether assessment made by the employer about suitability of the employee can be weighed by an Industrial Adjudicator? It is a settled proposition that assessment to the effect that service of a probationer is satisfactory or not rests with the satisfaction of the employer. Such satisfaction could be objectively assessed and employer is not bound to give any reason when he does not confirm a probationer on expiry of the period of probation. However the industrial adjudication may call upon the employer to put reason for not confirming an employee when he finds the order laced with malafide. In *Upkar Machinery Ltd.* [1996 (1) LLJ 398] the Apex Court ruled that when validity of termination of services, during period of probation without notice and without assigning any reason, is under challenge in that situation Industrial Adjudicator would be competent to find out whether the order of termination was bonafide exercise of power conferred by the contract. In *Brook Bond India (Pvt.) Ltd.* [1993 (II) LLJ 454] workman was appointed in the first instance for a period of six months, extendable for a further period of three months or more in absolute discretion of the employer. The terms of appointment further provided that the employer had a right to terminate the services of a probationer, "during the period of probation or extended period of probation or before confirmation in writing, without notice and without assigning reasons whatsoever." Service was terminated within the period of probation. During the course of a adjudication the employer adduced no evidence to show that the work of probationer was unsatisfactory. The Apex Court ruled that the order of terminating the service of a probationer was capricious and unreasonable. The termination was held to be not justified. The above precedents make it clear that an Industrial Adjudicator has a right to see whether the order of termination is malafide or whether it amounts to victimization or unfair labour practice.

38. Factual matrix of the controversy is detailed by the witnesses, as follows. Shri B.N. Mishra unfolds in his testimony the claimant absented himself from his duties with effect from 27-04-1995. On 01-05-1995, he sent an application for leave on medical grounds seeking leave with effect from

27-04-1995 to 05-05-1995. Since the application was neither supported by medical certificate nor address of the claimant mentioned therein, hence leave was not sanctioned. Memo dated 09-05-1995 was served, which is Ex. WW1/5. He was called upon to resume his duties with effect from 10-05-1995. Memo sent by registered post was received undelivered. Letter was also sent thorough special messenger, but it could not be delivered since the residential address of the claimant was incorrect. There was no response from the claimant, hence notice was displayed on the notice board calling upon him to resume his duties. No response was there to this notice also. Hence, his services were terminated on 17-07-1995 in consonance with Clause 16(1)(ii). Same facts were reiterated by Shri Shyam Sunder in his affidavit dated 03-04-2006.

39. Claimant projects in his affidavit Ex. WW1/1 that he sent leave application. However, he nowhere explains that his leave was sanctioned. He could not dispel facts projected by Shri Mishra to the effect that leave application was neither supported by medical certificate nor it contained his residential address. Therefore, it is evident that the claimant nowhere questions the proposition that his leave application was declined by the institute. Claimant had also failed to explain as to why he could not join his duties on 10-05-1995. It is not his case that a subsequent leave application, supported by medical certificate was tendered by him. Therefore, facts unfolded by Shri Mishra and Shri Shyam Sunder bring it to the light of the day that the claimant absented himself from his duties and opted not to resume the same. He opted not to inform the Institute about his address during the period of his absence. Under these circumstances, the Institute dispensed with his services with effect from 17-07-1995 under by law 16(1)(ii) of the Bye laws.

40. Whether the termination of services of the claimant amounts to retrenchment? For an answer, definition of the term retrenchment" is to be considered. Definition of the term 'retrenchment' as ended by the Act is extracted thus:

"(oo) "retrenchment" means the termination by the employer of the services of a workman for any reason whatsoever, otherwise than as a punishment inflicted by way of disciplinary action, but does not include—

- (a) voluntary retirement of the workman; or
- (b) retirement of the workman on reaching the age of superannuation if the contract of employment between the employer and the workman concerned contains a stipulation in that behalf; or
- (bb) termination of the services of the workman as a result of the non-renewal of the contract of employment between the employer and the

workman concerned on its expiry or of such contract being terminated under a stipulation in that behalf contained therein : or

(c) termination of the services of a workman of the ground of continued ill-health".

41. Definition of retrenchment is very wide and in two parts. The first part is exhaustive, which lays down that retrenchment means the termination of the service of a workman by the employer "for any reason whatsoever" otherwise than as a punishment inflicted by way of disciplinary action. Thus main part of the definition itself excludes the termination of service, as a measure of punishment inflicted by way of disciplinary action from the ambit of retrenchment. The second part further excludes (i) voluntary retirement of the workman, or (ii) retirement of workman on reaching the age of superannuation, or (iii) termination of the service of a workman as a result of non-renewal of contract of employment, or (iv) termination of contract of employment in terms of a stipulation contained in the contract of employment in that behalf, or (v) termination of service on the ground of continued ill health of the workman. Reference can be made to the precedents in *Avon Services (Production Agencies) (Pvt.) Ltd.* [1979 (1) L.J. 1] and *Mahabir* [1979 (11) L.J. 363].

42. Appointment letter Ex. MW1 stipulates that the claimant was appointed as a messenger on temporary capacity with effect from 08-05-1990. He was to remain on probation for a period of one year. It could be extended by the competent authority, if necessary. His services were liable to be terminated without any notice or pay in lieu thereof and without assigning any reason thereof, during the period of probation. Even on satisfactory completion of the probation period, his services were liable to be terminated by notice of one month or pay in lieu thereof. Consequently, it is evident that the terms of services contained in appointment letter Ex. MW1/1 empowered the Institute to dispense with his services by giving one month notice or pay in lieu thereof. Same is the proposition in bye law 16(1)(ii) of the Bye laws.

43. Whether service of one month notice or pay in lieu thereof, as detailed in Ex. MW1/1 amounts to pre condition for termination of services of the claimant? For an answer to this proposition, it would be expedient to be true terms of service as contained in appointment letter Ex. MW1/1. For the sake of convenience, same are extracted thus:

"Director IAMR has approved the appointment of the following persons as Messengers in a temporary capacity on an initial pay of Rs. 750 p.m. in the pay scale of Rs. 750-12-870-EB-14-940 w.e.f. 8th May, 1990 and until further orders :—

1. Shri Nathu Ram, Bearer, IAMR Deptt. Canteen

- |                        |                         |
|------------------------|-------------------------|
| 2. Shri Darban Singh   | Daily rated messenger   |
| 3. Shri Jagbir Singh,  | ad-hoc staff car driver |
| 4. Shri Mahesh Verma,  | Daily rated messenger   |
| 5. Shri Kailash Joshi, | Daily rated messenger   |
| 6. Shri Shiv Raj Giri, | Daily rated messenger   |
| 7. Shri Ram Bharat,    | Daily rated messenger   |
| 8. Shri Bishan Singh,  | Daily rated messenger   |
| 9. Shri Harish Joshi,  | Daily rated messenger   |

2. Besides the pay they would also be entitled to such allowances as may be admissible from time to time under Government orders, made applicable to the IAMR.

4. They will be on probation for a period of one year with effect from 08-05-1990 which may be extended by the Competent Authority, if necessary. Their services would be terminable without notice or pay in lieu thereof and without assigning any reasons therefore and/or during the period of probation. On satisfactory completion of the probationary period, their services will be liable to termination by a notice of one month by the Appointing Authority or pay in lieu thereof for such period as may fall short of one month.

6. Their temporary appointment will also be subject to all other bye laws/regulations of the IAMR, as amended from time to time".

44. As projected above, Institute is under an obligation to serve one month notice on the claimant to terminate his service. The said notice can be served by tendering one month pay to the claimant. Notice for termination of the service is to be given by the Appointing Authority. Office Order dated 17-07-1995 makes it clear that his appointing authority passed an order detaining therein that in lieu of one month notice, claimant shall be paid wages for one month. It is not stipulated in the terms and conditions of service of the claimant that pay in lieu of the notice should be tendered first and thereafter services of the claimant can be terminated. Payment of one month wages in lieu or notice can be tendered even after termination of the service, since terms and conditions of his service nowhere mentions such pre condition of payment of wages for one month in advance. Consequently, order dated 17-07-1995 cannot be held to be violative of the terms and conditions of services of the claimant. Institute dispensed with the services of the claimant in accordance with the terms and conditions of service, which fact makes it apparent that the action of the Institute falls within the

exemption provided by sub-clause (bb) of clause (oo) of Section 2 of the Act. Action of the Institute nowhere amounts to retrenchment.

45. In view of the reasons detailed above, it is concluded that the action of the Institute is legal. No unjustifiability is found in the action of termination of services of the claimant who absented himself without getting his leaves sanctioned. The claimant opted not to inform the Institute about his whereabouts or to resume his duties. Under these circumstances, action of termination of his services is found to be justified also. The claimant is not entitled to any relief. His claim is, accordingly, brushed aside. An award is passed in favour of the Institute and against the claimant. It be sent to the appropriate Government for publication.

Dated : 02-11-2012 Dr. R.K. YADAV, Presiding Officer

नई दिल्ली, 26 दिसम्बर, 2012

**का.आ. 160.** औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में केन्द्रीय सरकार जनरल मैनेजर, ऑर्डनन्स फैक्ट्री, रायपुर, देहरादून के प्रबंधन के संबद्ध नियोजकों और उनके कर्मकारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण/श्रम न्यायालय नं. 1, नई दिल्ली के पंचाट (संदर्भ संख्या 250/2011) को प्रकाशित करती है, जो केन्द्रीय सरकार को 20-12-2012 को प्राप्त हुआ था।

[ सं. एल्. 14012/14/1997-आई आर (डी यु) ]

सुरेन्द्र कुमार, अनुभाग अधिकारी

New Delhi, the 26th December, 2012

**S.O. 160.**—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award (Ref. No.250/2011) of the Central Government Industrial Tribunal-cum-Labour Court No.1, New Delhi as shown in the Annexure, in the Industrial Dispute between the General Manager, Ordnance Factory, Raipur, Dehradun and their workman, which was received by the Central Government on 20-12-2012.

[No. L-14012/14/1997-IR (DU)]

SURENDRA KUMAR, Section Officer

#### ANNEXURE

**BEFORE DR. R. K. YADAV, PRESIDING OFFICER,  
CENTRAL GOVERNMENT INDUSTRIAL  
TRIBUNAL NO. 1, KARKARDOOMA COURTS  
COMPLEX, DELHI**

**I. D. No. 250/2011**

Shri Kishan Lal  
S/o Sh. Malkhan,  
R/o Wing No. 4,  
Prem Nagar,  
Dehradun-248008

.....Workman

#### Versus

The General Manager,  
Ordnance Factory, Raipur,  
Dehradun-248008

.....Management

#### AWARD

A sweeper was appointed by Ordnance Factory (in short the Factory), Raipur, on nerrick rate basis. He worked with the factory for intermittent periods till 13-12-1994. In 1992, 19 vacancies for regular sweepers occurred in the Factory. A policy decision was taken that the sweeper, engaged on nerrick rate and who had put in 240 days service in a year continuously for two years and were sponsored by local employment exchange, would be regularized against these vacancies. Candidature of Shri Kishan Lal S/o Shri Malkhan Singh, engaged on nerrick rate basis, was considered for regularization of his services. It was noted that he had not rendered continuous service for 240 days in any of the calendar year from 1985 to 1992, hence his services were not regularized on permanent post of sweeper. His services were dispensed with on 13-12-1994. Shri Kishan Lal raised a demand for reinstatement in services of the Factory, which demand was not conceded to. Hence, he raised an industrial dispute before the Conciliation Officer. Since the Factory contested his claim, conciliation proceedings ended into failure. On consideration of failure report, submitted by the Conciliation Officer, the appropriate Government referred the dispute to this Tribunal for adjudication, vide order No. L-14012/14/97-IR (DU), New Delhi dated 15-12-1997, with following terms :

"Whether the action of the management of Ordnance Factory, Raipur, Dehradun, in terminating services of Shri Kishan Lal S/o Shri Malkhan, daily paid sweeper with effect from 13-12-1994 is legal, just and fair? If not, then what relief he is entitled to and from which date?"

2. Claim statement was filed by Shri Kishan Lal pleading that the Factory is an industrial establishment, where more than 300 workman are employed. He was engaged by the Factory on 06-02-1994 after an interview, on his name being sponsored by the employment exchange. An appointment letter was issued in his favour. He continuously worked with the Factory for more than 240 days in every calendar year. On 13-12-1994, his services were dispensed with, projecting that he had not rendered continuous service for 240 days in any of the calendar years.

3. Claimant pleads that neither notice was served upon him nor provisions of section 25N of the Industrial Disputes Act, 1947, (in short the Act) were complied with

Termination of his services is illegal and non est. Reasons for termination of his services, as projected by the Factory, are not correct. While calculating his days of work, national holidays and weekly off days were not counted. According to him, persons junior to him were regularized on permanent posts of sweeper. New persons were also engaged and the Factory violated provisions of section 25 G and 25 H of the Act. Act of the Factory is unfair labour practice under Section 25 T of the Act. His right of livelihood was violated by the Factory. When persons junior to him were regularized in service, right of equal protection of law was denied to him. He claims that he may be reinstated in service of the Factory with continuity and full back wages.

4. Claim was demurred by the Factory pleading that it is not an industry, as defined by the Act. Ministry of Labour, Government of India, New Delhi, vide its letter dated 31-01-1994, took a decision declaring that Ordnance Factories are not to be treated as "industry" under the Act. Since, Factory is not an industry, hence provisions of the Act are not applicable to it.

5. Factory projects that claimant was engaged as nerrick rated sweeper through employment exchange in order to cover deficiency amongst regular sweepers, due to leave/absenteeism. Claim was deployed to work on day to day basis as and when requirement arose. He never completed 240 days service in a year for two consecutive years, hence his services were not regularized, when 19 vacancies arose with the Factory. Nerrick rated sweepers, who fulfilled conditions of eligibility were regularized as sweepers. Since the claimant was not eligible to be regularized, no violation of provisions of Section 25 G and 25 H of the Act was committed when services of eligible persons were regularized. Claimant was engaged as nerrick rated sweeper, which post does not exist now. Sweeping in the Factory is now being performed by regular sweepers. His fundamental right of livelihood was not denied since he was not eligible for regularization. No person junior to him was regularized, hence there is no case of discrimination. Factory pleads that the claim put forward by Shri Kishan Lal may be dismissed, being devoid of merits.

6. On pleadings of the parties, following issues were settled:

- (1) Whether provisions of Industrial Disputes Act, 1947 are not applicable? If yes, its effects?
- (2) As in terms of reference.

7. Claimant has examined himself in support of his claim. Affidavit of Ms. Deepika Lohia was tendered as evidence on behalf of the management. However, Ms. Deepika Lohia was never produced for her cross examination. No opportunity could be accorded to the claimant to purify her testimony by an ordeal of cross examination. When facts detailed by Ms. Deepika Lohia, in her affidavit dated 05-05-2008, could not be tested on anvil

of cross examination, her affidavit cannot be read in evidence for the Factory. Evidence of the management was closed by the Tribunal vide its order dated 25-04-2011.

8. Vide order No. Z-22019/6/2007-IR (C-II), New Delhi dated 11-02-2008, appropriate Government transferred the case to Central Government Industrial Tribunal No. 2, New Delhi for adjudication. Case was retransferred to this Tribunal vide order No. Z-22019/6/2007-IR (C-II), New Delhi 30-03-2011, for adjudication.

9. Arguments were heard at bar. Shri M.C. Pant, authorised representative, advanced arguments on behalf of the claimant. Shri V.R.S. Krishnan, authorized representative, presented facts on behalf of the Factory. I have given my careful considerations to the arguments advanced at the bar and cautiously perused the record. My findings on issues involved in the controversy are as follows:—

#### Issue No. 1

10. In its written statement, the Factory projects that it is not an industry hence provisions of the Act are not applicable to it. However, the Factory could not adduce any legal evidence to substantiate its claim. Affidavit of Ms. Deepika Lohia was discarded when no opportunity was given to the claimant to purify contents of the affidavit through an ordeal of cross examination. However, objection raised by the Factory relates to legal proposition, hence I am constrained to proceed for its adjudication. For an answer, to the proposition, it is expedient to construe definition of the word industry as enacted by the Act. For sake of convenience, said definition is extracted thus:

"industry" means any business, trade, undertaking, manufacture or calling of employers and includes any calling, service employment, handicraft, or industrial occupation or avocation of workmen."

11. The definition of "industry" is both exhaustive and inclusive. It is in two parts. The first part says that it "means any business, trade, undertaking, manufacture or calling of employers" and then goes to say that it "includes any calling, service, employment, handicraft or industrial occupation or avocation of workman." Thus one part defines it from the stand point of the employer, and the other part from the stand point of the employees. The first part of the definition gives the statutory meaning of the industry, whereas the second part deliberately refers to several other items of industry and brings them in the definition in an inclusive way. The first part of the definition determines any industry by reference to occupation of employers in respect of certain activities viz., business, trade, undertaking, manufacture or calling. The second part views the matter from the angle of employees and is designed to include something more in what the term primarily denotes. By this part of the definition any calling, employment, handicraft, industrial occupation or avocation of workmen

is included in the concept of industry. This part gives extended connotation.

12. Gloss was put on the definition of word "industry" by the High Courts and the Apex Court time and again. The question as to what is "industry" has continuously baffled and perplexed the courts. A graph of the cases decided by the Apex Court, if plotted on the background of the expression used in two parts of the definition of "industry", would represent rather a zig zag curve. There have been various judicial ventures in this rather volatile area of law. The decided cases show that the efforts were made to evolve test by reference to characteristics regarded as essential for constituting an activity as an "industry". Various cases would show that the Apex Court has been guided more by empirical rather than a strictly analytical approach. Most of the decision have centered around the expression "undertaking" used in the definition. In *Bangalore Water Supply and Sewerage Board (1978 Lab. I.C. 778)* the Apex Court reviewed the earlier decisions on interpretation of the wide words encompassed in the definition and formulated positive and negative principles for identifying "industry" as enacted by clause (j) of section 2 of the Act. It would be expedient to reproduce the authoritative pronouncement of the Court, in the very words set out in the majority decision, handed down by Justice Krishna Iyer, which are extracted thus:

"I. "Industry" as defined in S.2 (j) and explained in *Banerji (AIR 1953 S.C. 58)* has a wide import.

(a) Where (i) systematic activity, (ii) organized by Co-operation between employer and employee (the direct and substantial element is chimerical) (iii) for the production and/or distribution of goods and services calculated to satisfy human wants and wishes (not spiritual or religious but inclusive of material things or services geared to celestial bliss i.e. making, on a large scale prasad or foods) *prima facie*, there is an "industry" in that enterprise.

(b) Absence of profit motive or gainful objective is irrelevant, be the venture in the public, joint, private or other sector.

(c) The true focus is functional and the decisive test is the nature of the activity with special emphasis on the employer-employee relations.

(d) If the organization is a trade or business it does not cease to be one because of philanthropy animating the undertaking.

II. Although section 2(j) uses words of the widest amplitude in its two limbs, the re-meaning cannot be magnified to overreach itself.

(a) "Undertaking" must suffer a contextual and associational shrinkage as explained in *Banerjee* and

in this judgement, so also, service, calling and the like. This yields the inference that all organized activity possessing the triple elements in I(supra), although not trade or business, may still be 'industry' provided the nature of activity, viz, the employer-employee basis, bears resemblance to what we find in trade or business. This takes into the fold 'industry' undertaking, calling and services, adventures, "analogous to the carrying on the trade or business" All features, other than the methodology of carrying on the activity viz in organizing the co-operation between employer and employee, may be dissimilar. It does not matter, if on the employment terms there is analogy.

III. Application of these guidelines should not short of their logical reach by invocation of creeds, cults or inner sense of incongruity or outer sense of motivation for or resultant of the economic operations. The ideology of the Act being industrial peace, regulation and resolution of industrial disputes between employer and workmen, the range of their statutory ideology must inform the reach of the statutory definition. Nothing less, nothing more.

(a) The consequences are (i) profession, (ii) clubs (iii) education institutions, (iv) co-operatives (v) research institutes, (vi) charitable projects and (vii) other kindred adventures, if they fulfil the triple test listed in I(supra), cannot be exempted from the scope of section 2(j).

(b) A restricted category of professions, clubs, co-operatives and even gurukulas and little research labs may qualify for exemption if in simple ventures, substantially, and going by the dominant nature criterion, substantively no employees are entertained but in menial matters, marginal employees are hired without destroying the non employee character of the unit.

(c) If, in a pious or altruistic mission many employ themselves, free or for small honoraria or like return, mainly drawn by sharing in the purpose or cause, such as lawyers volunteering to run a free legal services clinic or doctors serving in their spare hours in a free medical centre or ashramites working at the bidding of the holiness, divinity or like central personality, and the services are supplied free or at nominal cost and those who serve are not engaged for remuneration or on the basis of master and servant relationship, then the institution is not an industry even if stay servants, manual or technical, are hired. Such eleemosynary or like undertakings alone are exempt not other generosity, compassion, developmental passion of project.

## IV. The dominant nature test:

- (a). Where a complex of activities, some of which qualify for exemption other not, involves employees on the total undertaking, some of whom are not "workmen" as in the University of Delhi case (AIR 1963 S.C. 1873) or some departments are not productive of goods and services if isolated, even then, the predominant nature of the services and the integrated nature of the departments as explained in the Corporation of Nagpur (AIR 1960 S.C. 657) will be the true test. The whole undertaking will be industry although those who are not "workmen" by definition may not benefit by the status.
- (b) Notwithstanding the previous clauses, sovereign functions, strictly understood (alone) qualify for exemption, not the welfare activities or economic adventures undertaken by Govt. or statutory bodies.
- (c) Even in department discharging sovereign functions, if there are units which are industries and they are substantially severable, then they can be considered to come within S.2(j).
- (d) Constitutional and competently enacted legislative provisions may remove from the scope of the all categories which otherwise may be covered thereby.

V. We overrule *Saldarjung* (AIR 1970 S.C. 1407), *Solicitors case* (AIR 1962 S.C. 1080), *Gymkhana* (AIR 1968 S.C. 554), *Delhi University* (AIR 1963 S.C. 1873), *Dhanraj Giriji Hospital* (AIR 1975 SC 2032) and other rulings whose ratio runs counter to the principles enunciated above, and the *Hospital Mazdoor Sabha* (AIR 1960 SC 610) is hereby rehabilitated."

13. One may project that the Factory carry out sovereign functions hence it cannot be termed as an industry. Therefore it is expedient to know as to what are regal and sovereign functions of the State which may qualify for exemption from the ambit of the definition of word "industry"? Regal powers of the State has acquired a definite connotation, which can be described as "administration" of justice, maintenance of order, repression of crime, security of borders from external aggression and legislative powers, as among the primary and inalienable functions of a Constitutional Government". In *Corporation of City of Nagpur* [1960 (1) LLJ 523] the Apex Court observed that it could not have been in contemplation of the legislature to bring in the regal functions of the State within the definition of "industry" and to confer jurisdiction on Industrial Tribunal to decide disputes in respect thereof. The activities of the Government which can be properly described as regal or sovereign activities, are therefore, outside the scope of industry. In *Hospital Mazdoor Sabha*

[1960 (1) LLJ 251] the Supreme Court adumbrated the test: can such activity be carried on by a private individual or group of individuals? The answer to this is? If a business or activity could not be carried on by a private individual or group of individuals, it could not be an industry, while if it could be, it might fall within the scope of "industry". This test was reiterated in *Corporation of City of Nagpur* (supra) but rejected in *Gymkhana Club* [1967 (II) LLJ 720]. In *Bangalore Water Supply and Sewerage Board* (supra) the Apex Court observed "\*\*\*\* sovereign functions, strictly understood, (alone) qualify for exemption, not the welfare activities or economic adventures undertaken by Government or statutory bodies. Even in departments discharging sovereign functions, if there are units, which are "industry" and they are substantially severable, they can be considered to come within Section 2(j)". In *Chief Conservator of Forests* [1996 (1) LLJ 1223] the above proposition was reiterated where in it was observed "\*\*\*\* even within the wider circle of sovereign function, there may be an inner circle encompassing some units which could be considered as "industry", if substantially severable".

14. Now I would turn to facts of the present controversy. In its written statement Factory presents that it activities are not industry as contemplated by the provisions of the Act. It is an Ordnance Factory, primarily engaged in production of items for defence of the country, hence its activities would not amount to industry. As aforesaid, no evidence is put forward to establish the above claim. However, it is matter of common knowledge that Ordnance Factory is engaged in production of items for defence of the country. Therefore, it would be ascertained whether the Factory would answer the criteria laid down by the Apex Court in *Bangalore Water and Sewerage Board* (supra).

15. This Tribunal shall not remain oblivious to para 4801 of the Procedure Manual for Ordnance Factories, issued by the Directory General of Ordnance Factories. The said para runs as follows:

"Introduction-Factories are primarily intended to manufacture armament stores required by the services. Due to reduction in service load and since factories have to maintain at all times, equipment and staff in order to prepared for a war load, which are far in excess of those that would be necessary to meet the requirement of peace load, factories may undertake civil trade work to utilize their spare capacity (after meeting the service's demands) as far as possible for the manufacture of stores etc. for sale of civil trade non-military departments".

16. The above paragraph of Procedure Manual for Ordnance Factories make it absolutely clear that an ordinance factory is primarily intended to manufacture items for defence services. It has been enablely to utilized its

spare capacity for the purpose of undertaking work in civil trade also. Consequently, there are no two opinion in saying that an ordinance factory is primarily intended to function as part of defence establishment though in peculiar circumstances, as mentioned in para 4801 of Procedure Manual, it may utilize its capacity and may manufacture stores etc. for sale to civil trade/other non-military departments. It was for the Factory to produce cogent evidence to the effect that it has not undertaken manufacture of stores etc. for sale to civil trade/other non military departments. No evidence worth name was project on proposition, referred above. Consequently, I am constrained to concluded that the Factory was permitted to manufacture stores for sale to civil trade/other non military department. When it was so permitted, it had utilized its capacity for that purpose also, is a proposition which can be answered against the Factory. In case Factory has not utilized that capacity in that manner, it ought to have placed those facts before the Tribunal by convincing evidence. Since there is a vacuum of evidence on the above proposition, it cannot be said that the Factory was discharging purely sovereign functions.

17. In Union Bank of India [1996 (74) FLR 2222] , such proposition was raised before the Madhya Pradesh High Court, when Central Ordnance Depot claimed that it is not an industry. On consideration of facts of that controversy, High Court ruled that Central Ordnance Depot was an industry within the meaning of section 2(j) of the Act. Here in the case, except bald claim, no facts are projected by the Factory before the Tribunal to establish that it had not manufactured stores for sale to civil trade/ other non-military department. Factory has failed to establish that it was producing only items of defence services and rendering sovereign functions. In view of these circumstances, I am constrained to conclude that the presumption in favour of the jurisdiction of this Tribunal to entertain the dispute is to be upheld. Provisions of the Act are applicable to the dispute which was referred by the appropriate government for adjudication. Resultantly, it is announced that the Factory is an industry within the meaning of Section 2(j) of the Act. Issue is answered in favour of the claimant and against the Factory.

#### Issue No. 2

18. In his affidavit dated 18-05-2005, tendered as evidence, claimant swears that he joined as sweeper with the Factory on 12-02-1984. He was engaged as nerrick rated employee. He served the Factory continuously till 12-12-1994. His services were dispensed with on 13-12-1994 on the pretext that he had not worked for 240 days continuously in two consecutive years. Facts, unfolded by the claimant, on above points, were not dispelled by the Factory by way of cross-examination. In process of questioning the veracity of testimony of the claimant, he was asked as to for what period he worked and in response to that question claimant

reaffirmed those very facts, which were detailed by him in the affidavit. Not even a suggestion was given to him to the effect that his services were not continuous with the Factory. Consequently, it is evident that the Factory failed to shake credit of testimony of the claimant relating to continuity of his services.

19. Appointment letter Ex. WW1/2 was proved by the claimant. When contents of this letter are scanned, it came to light that a few conditions of service are detailed therein. Those conditions of service are reproduced thus:

- “(i) Your appointment will be on as and when required basis against the permanent leave vacancy of sweeper.
- (ii) Your service will be terminable at any time without any notice.
- (iii) You will be required to work for 8 hours a day, including rest intervals.
- (iv) You should furnish on reporting for service two certificates (on proforma attached) from two different serving Gazetted Officers of the Central or State Govt. not related to you, who can certify form personal knowledge to your identity and Character. Unless this is done you shall not be appointed.
- (v) You will not be entitled to any traveling allowance for your joining first appointment or after the termination of your service.”

20. The appointment letter nowhere details the period for which the claimant was appointed. Though it was mentioned that the appointment was on “as and when required basis” against the permanent leave vacancy of sweeper, yet services of the claimant were availed by the Factory for a long period of 9 years. Ex. WW1/2 gives reaffirmation to this proposition. In this letter, the Factory makes reference to application dated 25-11-1994 relating to regularization of services of the claimant and details that since he had not rendered 240 days service in any of the calendar year from 1985 to 1992, his services could not be regularized on the post of sweeper. The Factory had filed details of the days for which the claimant served it from 1985 till 1992. These documents were disputed by the claimant. However, these documents may be used to find facts in favour of the claimant. Consequently, these documents would be appreciated in subsequent sections in order to as certain as to whether the claimant rendered continuous service for 240 days in a calendar year.

21. Whether the claimant could project that he rendered continuous service for a period of 240 days in any of the calendar year from 1985 till 1994? For an answer to this proposition, it would be ascertained as to what phrase “continuous service” means. “Continuous Service” has been defined by Section 25-B of the Act. Under sub-section (1) of the said section, “continuous service

for a period" may comprise of two period viz. (i) uninterrupted service, and (ii) interrupted service on account of (a) sickness, (b) authorized leave, (c) an accident, (d) a strike which is not legal, (e) a lock-out, and (f) a cessation of work that is not due to any fault on the part of the workman, shall be included in the "continuous service." Sub-section (2) of the said section introduces a fiction to the effect that even if a workman is not in "continuous service" within the meaning of clause (1) for a period of one year or six months, he shall be deemed to in continuous service for that period under an employer if he has actually worked for the days specified in clauses (a) and (b) thereof. In *Vijay Kumar Majoo* (1968 Lab.I.C. 1180) it was held that one year's period contemplated by sub-section (2) furnished a unit of measure and if during that unit of measure the period of service actually rendered by the workman is 240 days, then he can be considered to have rendered one year's continuous service for the purpose of the section. The idea is that if within a unit period of one year a person had put in at least 240 days of service, then he must get the benefit conferred by the Act. Consequently, an enquiry has to be made to find out whether the workman actually worked for not less than 240 days during the period of 12 calendar months immediately preceding the retrenchment.

22. In *Ramakrishna Ramnath* [1970(2) LLJ 306], the Apex Court announced that when a workman renders continuous service of not less than 240 days in 12 calendar months, he is deemed to have completed one year's service in the industry. It would be expedient to reproduce observations made by the Apex Court in that regard, which are extracted thus:

"Under Section 25-B a workman who during the period of 12 calendar months has actually worked in an industry for not less than 240 days is to be deemed to have completed one year's service in the industry. Consequently an enquiry has to be made to find out whether the workman had actually worked for not less than 240 days during period of 12 calendar months immediately preceding the retrenchment. These provisions of law do not show that a workman after satisfying the test under section 25B has further to show that he has worked during all the period he has been in the service of the employer for 240 days in the year".

23. When a workman concerned fails to establish that he worked for atleast 240 days in the year, he cannot claim protection against termination of his services in order to seek regularization of his services on monthly salary with benefits like pension, gratuity etc. Interruption of service, occurred during the course of job, has to be included in uninterrupted services. Fiction under section 25 B will operate if workmen has actually worked for 240 days in a calendar year. The Explanation appended to

Section 25-B of the Act specifically includes the days on which workman was laid off under an agreement or he has been on leave with full wages, or he has been absent due to temporary disablement caused by accident arising out of and in the course of his employment and in the case of a female, maternity leave, under the expression 'actually worked' used in sub-section (2) of Section 25 B of the Act.

24. Question for consideration comes as to whether the words 'actually worked' would not include holidays, Sundays and Saturdays for which full wages are paid. The Apex Court was confronted with such a proposition in *American Express Banking Corporation* [1985 (2) LLJ 539] wherein it was ruled that the expression 'actually worked' under the employer cannot mean those days only when the workman worked with hammer, Sickle or pen, but must necessarily comprehend all those days during which he was in the employment of the employer and for which he had been paid wages either under express or implied contract of service or by compulsion of statute, standing orders etc. The Court ruled that Sundays and other holidays, would be comprehended in the words 'actually worked' and it countenanced the contention of the employer that only days which are mentioned in the Explanation should be taken into account for the purpose of calculating the number of days on which the workmen had actually worked though he had not so worked and no other days. The Court observed that the Explanation is only clarificatory, as all explanations are, and cannot be used to limit the expanse of the main provision. Precedent in *Lalappa Lingappa* [1981(1) LLJ 308] was distinguished by the Apex Court in the case referred above. The precedent was followed in *Standard Motor Products of India Ltd.* [1986(1) LLJ 34]. Thus, it is crystal clear from the law laid above that Sundays and holidays shall be included in computing continuous service under Section 25B of the Act.

25. In his testimony, claimant projects the he was in continuous service of the factory since 12-03-1984 to 13-12-1994. The Factory had placed reliance on letter dated 13-12-1994, which was proved by the claimant as Ex.WW1/4. This letter highlights that from 1985 to 1992, the claimant had not actually worked continuously for a period of 240 days in any of the calendar years, hence his services were not regularized. Factory had also relied on charts wherein actual days of work of the claimant from 1985 till 1992 are projected. Chart for the year 1985 makes it clear that for that year, the claimant attended his duties with the factory for 223 days. In computation of that period, Factory had not counted Sundays and holidays. However, for calculation of continuous period of 240 days or more, the Factory was under an obligation to calculate Sundays and holidays also. In case Sundays are included, continuous service of the claimant in the year 1985 would be more than 240 days. In the same manner, claimant had rendered 228 days service in 1990 and 226 ½ days service in 1992. For these two years also, if Sundays and holidays

are included, services of the claimant would be more than 240 days in those calendar years. Thus, it is evident that the claimant had rendered continuous service for more than 240 days in 1985, 1990 and 1992.

26. Section 25F of the Act lays down the conditions pre requisite to retrenchment, which are as follows:

- (1) There should be one month's notice in writing to the workmen concerned.
- (2) The notice should specify the reason for retrenchment.
- (3) The period of one month's notice should have expired before retrenchment is enforced, or the workman has been paid in lieu of such notice the wages for the period.
- (4) The workman has been paid retrenchment compensation which should be equivalent to 15 days' average pay for every one year's service or any part thereof, provided it exceeds six months.
- (5) The notice is also given to the appropriate Government.

27. As projected above, the claimant had rendered continuous service of not less than one year, as contemplated by provisions of Section 25B of the Act. The factory was under an obligation to comply with provisions of Section 25F of the Act. As unfolded by the claimant, neither notice nor pay in lieu thereof and retrenchment compensation was paid to him by the Factory. Consequently, it is evident that provisions of section violated by the Factory.

28. Claimant was engaged as nerrick rated sweeper by the Factory when his name was sponsored by the Employment Exchange, which fact emerged out of Ex. WW1/1. He was interviewed and found eligible for the post, as is evident through Ex. WW1/2. Thus, it emerges over the record that the claimant was recruited as sweeper in consonance with the recruitment rules. His services were dispensed with in violation of provisions of Section 25F of the Act. Therefore, it is a case where the claimant could project his right for reinstatement in service.

29. There is other facet of the coin. The claimant joined service with the Factory in 1985. His services were not regularized by the factory. On the other hand services of Ramesh Chand, Dharmbir, Komal, Sunder Lal, Vinod Kumar Ms. Asha, Rajesh, Ombir, Itwari, Bobby, Surendra Kumar, Ram Kishan, Rajesh, Muni, Anil, Ram Kishan, Sukhpal, Sunil Kumar, Veer Pal, Satya Pal and Smt. Beena, who joined after 1985 were regularized, which fact emerge out of the chart filed by the Factory. Thus it is evident that his juniors were regularized in service. Though the claimant also rendered continuous service of 240 days in calendar years 1985, 1990 and 1992, as ruled above, yet his services were not regularized by the factory.

30. Equality before law and equal protection of laws are fundamental rights of every person, ordains Article 14 of the Constitution. The guiding principles laid in Article 14 are that persons, who are similarly situated, shall be treated alike both in privileges conferred and liability imposed, which means that amongst equals the law should be equal and should be equally administered and that like should be treated alike. Article 16 of the Constitution guarantees equality of opportunities for all citizens in matters relating to employment or appointment to any office under the State. What is guaranteed is the equality of opportunity. Like all other employers, government is also entitled to pick and choose from amongst a large number of candidates offering themselves for employment. But the selection process must not be arbitrary. The guarantee given by clause (a) of Article 16 of the Constitution will cover (a) initial appointments (b) promotions (c) termination of employment (d) and matters relating to salary, periodical increments, leaves, gratuity, pension, age of superannuation etc. Matters relating to employment or appointments include all matters in relations to employment both prior and subsequent to the employment which are incidental to the employment and form part of the terms and conditions of such employment.

31. Fundamental rights guaranteed by Article 14 forbids class legislation, but does not forbid classification or differentiation which rests upon reasonable ground of discretion. Classification is the recognition of the relations, and in making it the Government must be allowed a wide latitude of discretion and judgment. In a way, the consequences of such classification would undoubtedly be to differentiate persons belonging to that class from others. The classification must be founded on an intelligible differentia which distinguishes persons or things that are grouped together from others left out of the group and the differentia must have a rational relation to the object sought to be achieved. Classification may be made according to the nature of persons, nature of business, and may be based with reference to time.

32. Concept of equality guaranteed by Article 16 of the Constitution is something more than formal equality and enables the underprivileged groups to have a fair share by having more than equal chance and enables the State to give favoured treatment to those groups by achieving real equality with reference to social needs. 'Protection discrimination' enabled the State to adopt new strategy to bring underprivileged at par with the rest of the society, by providing all possible opportunities and incentives to them. Therefore a class may be allowed to have preferential treatment in the matter relating to employment or appointment. There cannot be rule of equality between members of separate and independent group of persons. Persons can be classified in different groups, based on in terms of nature of persons, nature of business and with reference to time.

33. Persons, whose names are detailed in para 29, were junior to the claimant. Though they were junior to the claimant yet their services were regularized by the factory on posts of sweepers. Services of the claimant were subsequently dispensed with. While retrenching his services, procedure provided in Section 25G of the Act was not followed. This fact also make the action of the factory illegal. Even otherwise the claimant had also rendered continuous services of more than 240 days in 1995, 1990 and 1992. He was placed on the same pedestal on which "Persons, whose names are detailed in para 29 above, were placed. Hence it is clear that the claimant was discriminated by the factory.

34. Claimant admits in his testimony that he was working as a daily wager after his termination from service of the Factory. Under these circumstances, he is not entitled to any back wages. Taking into account all these facts, it is ordered that the Factory shall reinstate services of the claimant on the post of sweeper. Steps would also be taken for the regularization of his services, as and when a permanent post of sweeper occurs. Since the claimant has been gainfully employed, he will not be entitled to any back wages. However, his reinstatement shall entail all other consequential benefits to the claimant. An award is, accordingly, passed. It be sent to the appropriate government for publication.

Dated: 19-10-2012 Dr. R.K. YADAV, Presiding Officer  
नई दिल्ली, 26 दिसम्बर, 2012

**का.आ. 161.** औद्योगिक विवाद अधिनियम, 1947 (कम्प्लेन्ड 33A) की भाग 17 के अनुसरण में केन्द्रीय सरकार बजाज इलेक्ट्रिकल्स लि. के प्रबंधन के संबद्ध नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण श्रम न्यायालय नं. 1, मुम्बई के पंचाट (संदर्भ कम्प्लेन्ड एन.टी.बी.04/03/891/12) को प्रकाशित करती है, जो केन्द्रीय सरकार को 20-12-2012 को प्राप्त हुआ था।

[सं. एल 42025/03-2012-आई आर (डी.यू.)]

सुरेन्द्र कुमार, अनुभाग अधिकारी

New Delhi, the 26th December, 2012

**S.O.161.**—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (Complaint under 33A the Central Government hereby publishes the Award (Ref. No. Complam NTB-04/03/891/12) of the Central Government Industrial Tribunal-cum-Labour Court No.1, Mumbai as shown in the Annexure, in the Industrial Dispute between the employers in relation to M/s. Bajaj Electricals Ltd. and their workman, which was received by the Central Government on 20-12-2012.

[No. L-42025/03-2012-IR (DU)]

SURENDRA KUMAR, Section Officer

#### ANNEXURE

**BEFORE THE NATIONAL INDUSTRIAL TRIBUNAL,  
MUMBAI**

Justice G. S. SARRAF, Presiding Officer

Complaint No. NTB-4 of 2003

(Arising out of Ref. No. NTB-1 of 1997)

**Parties:** V. Subramanian ..... Complainant  
Vs.

M/s. Bajaj Electricals Ltd. Mumbai ..... Opp. Party

**Appearances:**

For the Opp. Party : Mr. Lancy D'souza,  
Management  
Representative

For the Applicant : Mr. Mathew, Adv.

State : Maharashtra

Mumbai, dated the 30th day of November 2012.

#### AWARD

1. This is a complaint under Section 33-A of the Industrial Disputes Act, 1947.

2. According to the complaint the complainant is a permanent workman of the opposite party and he has been working with the opposite party for more than 15 years. Clause 5 and 6 of the Settlement dt. 19-4-1984 run as under :  
**Clause 5:** Henceforth office bearers of the employee's unions when they attend the Federation Conference and the Executive Committee Meeting once in a year shall be allowed on duty at the rate of three days and one day respectively plus travelling time.

**Clause 6:** For the above propose the Company shall reimburse the office bearers of the employee's unions TA DA upto 50% of the TA DA as applicable to them.

By Settlement dt. 3-12-1988 clause 6 of the earlier Settlement dt. 19-5-1984 has been revised and the TA DA which was paid at 50% is agreed to be paid at 100%. The complainant is a Executive Committee Member of the Federation since March 2000 and he is required to attend the Executive Committee Meetings and annual conferences of the federation held at different places in the country from time to time. The complainant has attended following meetings of the federation.

Sl. No.	Name of the Meeting	Place Held	Month & Year
01	Executive Committee	Pondicherry	Sept. 2000
02	Annual Conference	Goa	Feb. 2001
03	Executive Committee	Ooty	Dec. 2001
04	Annual Conference	Jaipur	Feb. 2002
05	Executive Committee	Mussorie	Sept. 2002

The opposite party has not paid TA and DA without any reason and the opposite party has not followed any procedure as required by law to change the service conditions of the complainant when Ref. no. NTB-1 of 1997 is pending adjudication before this Tribunal. The complainant has, therefore, prayed that the opposite party be directed to pay TA and DA to him as per Settlement dt. 3-12-1988.

3. According to the written statement the complainant is not concerned workman in Ref. NTB-1 of 1997. The complaint has been filed in 2003 whereas the complainant's claim pertaining to TA and DA was rejected in the year 2000. Thus the complaint is delayed. According to the written statement as regards the Mumbai location the name of the complainant was never accepted by the opposite party. The complainant has accepted the benefit of the Settlement signed with Mumbai General Employees Association as such he is not covered by Ref. No. NTB-1 of 1997. The opposite party has denied that it has changed the service conditions of the complainant during the pendency of Ref. No. NTB-1 of 1997. According to the written statement the complainant is not entitled to receive any TA and DA and therefore he has not been paid the said allowance.

4. The complainant has filed his affidavit and he has been cross-examined by learned counsel for the opposite party. The opposite Party has filed affidavit of Abbas Ismail Sheikh and he has been cross-examined by the complainant.

5. Heard Mr. Mathew learned counsel for the complainant and Mr. Lancy D' Souza for the opposite party.

6. There is nothing on the record to show that complainant is a workman concerned in Ref. No. NTB-1 of 1997 and that the matter relating to the payment of his TA and DA is in any way connected with the dispute in Ref. No. NTB-1 of 1997. Moreover, here the dispute is with regard to eligibility to receive TA and DA and this does not amount to alteration in service conditions.

7. For the reasons stated above I am of the opinion that there is no force in this complaint.

Consequently the complaint is dismissed.

JUSTICE G. S. SARRAF, Presiding Officer

नई दिल्ली, 26 दिसम्बर, 2012

**का.आ. 162.** औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में केन्द्रीय सरकार 25 ई.डी. इण्डियन एयर फोर्स स्टेशन के प्रबंधन के संबद्ध नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण/श्रम न्यायालय नं.1, मुम्बई के

पंचाट (संदर्भ संख्या सी. जी. आई.टी.01/44 ऑफ 2012) को प्रकाशित करती है, जो केन्द्रीय सरकार को 20-12-2012 को प्राप्त हुआ था।

[सं. एल-14012/03/2012-आई आर (डी यू)]

सुरेन्द्र कुमार, अनुभाग अधिकारी

New Delhi, the 26th December, 2012

**S.O.162.**—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award (Ref. No. CGIT-1/44 of 2012) of the Central Government Industrial Tribunal No. 1 Mumbai as shown in the Annexure, in the Industrial Dispute between the employers in relation to the 25 ED, Indian Air Force Station and Their workman, and their workman, which was received by the Central Government on 20-12-2012.

[No. L-14012/03/2012-IR (DU)]

SURENDRA KUMAR, Section Officer

#### ANNEXURE

#### BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL NO.1, MUMBAI

Justice G. S. SARRAF, Presiding Officer

Reference No. CGIT- 1/44 of 2012

**Parties:** Employers in relation to the management of 25 ED Indian Air Force Station

and

(Their Workman (Sunny R. Yesankar)

#### Appearances:

For the Management : Mr. A.K. Chaudhary  
Warrant Officer

For the workman : Workman present in person.

State : Maharashtra

Mumbai, dated the 23rd day of November 2012.

#### AWARD

1. In exercise of powers conferred by clause (d) of sub section (1) and sub-section (2A) of Section 10 of the Industrial Disputes Act 1947 the Central Government has referred the following dispute for adjudication to this Tribunal.

Whether the action of the management of Air Force Station, Devlali (South) Nasik in removing the workman Shri Sunny R. Yesankar, from his service as casual worker of air Force Sports Club is justified ? If not, what relief or other benefits the workman is entitled to?

Usual notices of the reference were issued to the parties.

3. Shri A. K. Chaudhary, Warrant Officer is present on behalf of Air Force Station, Devlali (South) Nasik and the workman is present in person.

4. The workman has moved an application that he has been employed as a regular employee and, therefore, his grievances have been settled by his employers.

5. It is thus clear from the above application that there remains no dispute between the parties.

Award is passed accordingly

JUSTICE G. S. SARRAF, Presiding Officer

नई दिल्ली, 26 दिसम्बर, 2012

का.आ. 163.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में केन्द्रीय सरकार जनरल मैनेजर, गन कैरियर फैक्ट्री के प्रबंधक के संबद्ध नियोजकों और उनके कर्मचारियों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण/श्रम न्यायालय, जबलपुर के पंचाट (संदर्भ संख्या सी. जी. आई.टी./एल सी /आर/104/91) को प्रकाशित करती है, जो केन्द्रीय सरकार को 20-12-2012 को प्राप्त हुआ था।

[सं. एल-14011/20 1990 आई आर (डी यू)]

सुरेन्द्र कुमार, अनुभाग अधिकारी

New Delhi, the 26th December, 2012

S.O. 163.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award (Ref. No. CGIT/LC/R/104/91) of the Central Government Industrial Tribunal-cum-Labour Court, Jabalpur as shown in the Annexure, in the Industrial Dispute between the General Manager, Gun Carriage Factory and Their workman, which was received by the Central Government on 20-12-2012.

[No. L-14011/20/1990-IR(DU)]

SURENDRA KUMAR, Section Officer

#### ANNEXURE

#### BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT, JABALPUR

No. CGIT/LC/R/104/91

Presiding Officer: SHRI MOHD. SHAKIR HASAN

The General Secretary,  
GCF Mazdoor Sangh,  
Sarvodaya School,  
Gharapur, Jabalpur

Workman/Union

#### Versus

The General Manager,  
Gun Carriage Factory,  
Jabalpur

Management

#### AWARD

Passed on this 19th day of November 2012

1. The Government of India, Ministry of Labour vide its Notification No. L-14011/20/90-IR (DU) dated 9-5-91 has referred the following dispute for adjudication by this tribunal:—

“Whether the action of the General Manager, GCF, Jabalpur (MP) in denying promotion, fixation of pay and supersession of the workmen mentioned below is justified? If not, what relief the concerned workmen are entitled to?

2. The case of the workmen/Union in short is that the workmen were appointed in the Gun Carriage Factory, Jabalpur within the period of 1-7-66 to 14-7-71 in skilled Grade A of different trades like Turner, Fitter, Mitter, Borer, tool Maker etc. They passed several qualifying test and finally gradation test was also successfully cleared. The persons holding skilled Grade “B” were juniors than these workmen. These workmen were superseded in promotion for the post of Supervisor “B” S/Shri H.R. Ahuja, Har Prasad, Narender Kumar and Daljit Singh were Skilled Grade “B” were promoted directly to the post of supervisor B in 1967 but these workmen were neither considered nor listed in the seniority list which was considered for promotion. Similarly S/Shri Rajen Gupta, Bhagwan Das and Mahesh Pd. were promoted in the category of Supervisor B on 9-1-1968. Thereafter S/Shri J.N. Tiwari, Ram Gopal Pal, David Johar were promoted on 30-4-68. Again S Shri Laxmi Narayan, Ramesh Chandra, S.N. Vishwakarma, Khemchand, S.D. Trivedi, S.N. Mukherjee, Babbi and B.H. Choudhary were promoted superseding the workman. It is stated that that in similarly situated case the Central Govt. Administrative Tribunal Jabalpur passed an order in the case of Shri P.K. Bhattacharya & ors Vrs. Union of India and others in OA 131/1987 on 3-1-89 whereby those workmen were upgraded and consequential benefit was paid and they were placed above their juniors. It is submitted that the management be directed to promote these workmen as per Annexure A on or before juniors with all consequential benefits.

3. The management appeared and filed Written Statement. The case of the management, inter alia, is that the workmen raised the dispute after the lapse of 22 years and therefore it is hopelessly time barred. It is stated that in case the relief is allowed, it would amount to revising seniority of several hundred of employees and the whole seniority list would get disturbed at very belated stage. This will lead to multiplicity of court cases. The person likely to be affected by such revision of seniority list are not made parties to the reference.

The case decided by the CAT is totally different. It is admitted that persons appointed in skilled Grade "A" are higher in status than the persons appointed in skilled Grade "B". It is stated that these workmen were not superseded in 1967 and 1968 and were correctly ordered in accordance with the rules and on the basis of fitness through DPC. It is submitted that the workmen are not entitled to any relief.

4. On the basis of the pleadings of the parties, the following issues are framed for adjudication.—

I. Whether the action of the management in denying the promotion and fixation of pay after supersession the juniors of the workmen as given in the reference order is correct and justified?

II. To what relief the workmen are entitled?

5. The workmen/Union became subsequently absent and did not file his evidence inspite of giving ample opportunities. Lastly the reference proceeded ex parte against the Union/workmen on 31-5-2011.

#### 6. Issue No. I

The Union has filed documents in the case. The management has admitted some of the documents. Exhibit W/1 is the list of the reconstituted grade structure. This document shows that grades were reduced. Exhibit W/2 is the gazette notification of the amendment in the Rules of the Indian Ordnance Factories (Recruitment and conditions of Service of Class III Personnel) Rules 1956. Exhibit W/3 to W/7 are the promotion orders of other workmen. These promotion orders do not show that the workmen in reference were senior to them and they were entitled to be promoted.

7. The management has examined Shri N.N. Narendra who is presently working as Works Manager. He has supported the case of the management. He has stated that the dispute is raised after about 22 years and it would result in re-opening of number of settled cases. It appears that the Union/workmen has not given any sufficient reason for raising the dispute at a very belated stage. This shows that the dispute is not tenable at a belated stage. He has stated in his evidence that the workmen were initially appointed on probation and after completion of probation, they were given temporary status. As such the workmen in reference were not in the feeder grade during the promotion given to other workers and therefore they have no locus standi to claim promotion at par with their so called junior. His evidence is un rebutted. There is no reason to disbelieve his evidence. This shows that the claim of the workmen in reference is not justified. This issue is decided against the workmen and in favour of the management.

#### 8. Issue No. II

On the basis of the discussion made above, I find that the claim of the workmen is raised at a very belated stage and also there is no evidence to prove the case of the

workmen. Thus the workmen are not entitled to any relief. The reference is accordingly answered.

9. In the result, the award is passed without any order to costs.

MOHD. SHAKIR HASAN, Presiding Officer

नई दिल्ली, 26 दिसम्बर, 2012

क्र.आ. 164.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में केन्द्रीय सरकार सब डिविजनल आफिसर टेलीफोन गोरखपुर के प्रबंधन के संबद्ध नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण/श्रम न्यायालय, जबलपुर के पंचाट (संदर्भ संख्या सी.जी.आई.टी./एल.सी./आर/85/91) को प्रकाशित करती है, जो केन्द्रीय सरकार को 20-12-2012 को प्राप्त हुआ था।

[सं. एल-40012/171/1990-आई आर (डी यू)]

सुरेन्द्र कुमार, अनुभाग अधिकारी

New Delhi, the 26th December, 2012

S.O. 164.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award (Ref. No. CGIT/LC/R/85/91) of the Central Government Industrial Tribunal-cum-Labour Court, Jabalpur now as shown in the Annexure, in the Industrial Dispute between Sub Division Officer the Telephone, Gorakhpur and their workman, which was received by the Central Government on 20-12-2012.

[No. L-40012/171/1990-IR (DU)]

SURENDRA KUMAR, Section Officer

#### ANNEXURE

#### BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT, JABALPUR No. CGIT/LC/R/85/91

PRESIDING OFFICER: SHRI MOHD. SHAKIR HASAN

Shri Chandrabhan Prasad,  
Qr.No.1166, Lal Matti,  
Sidhbaba Road,  
Post Kasturba Nagar,  
Distt. Jabalpur.

....Workman

Versus

Sub Divisional Officer,  
Telephone, Gorakhpur,  
Jabalpur

....Management

#### AWARD

Passed on this 23rd day of November 2012

I. The Government of India, Ministry of Labour vide its Notification No.L-40012/171/90-IR(DU) dated 19-4-91

has referred the following dispute for adjudication by this tribunal:—

“Whether the action of the management of SDO Phones-II, Jabalpur (MP) in terminating the services of Shri Chandrabhan Prasad S/o Shri Prabhanath, Ex-casual labour w.e.f. 30-4-90 is justified? If not, what relief he is entitled to and from what date?”

2. The case of the workman, in short is that the workman Shri Chandrabhan Prasad was employed by the management as a casual labour and worked continuously from 1-8-84 to 30-4-90. He was terminated w.e.f. 30-4-90 without following the provision of Section 25-F of the Industrial Dispute Act, 1947 (in short the Act, 1947). He worked continuously within the provision of Section 25 B of the Act, 1947 and his termination was amount to retrenchment. It is stated that the provision of Section 25 G and H of the Act, 1947 is also not followed. It is submitted that the workman be reinstated with back wages.

3. The management appeared and filed Written Statement. The case of the management, inter alia, is that the workman was engaged in the work of Excel Cable Project in June 1984 intermittently and worked 194 days in the year 1984 and 166 days in the year 1985 only. He had never worked continuously and had not worked 240 days in a calendar year. He is not entitled to get the benefit of temporary status as he did not rendered 240 days service in a calendar year prior to the cut off date of 22-6-88. It is stated that the management had not violated any of the provision of the Act, 1947. It is submitted that he is not entitled to any relief.

4. On the basis of the pleadings of the parties the following issues are framed for adjudication.

I. Whether the action of the management in terminating the services of the workman w.e.f. 30-4-90 is justified?

II. To what relief the workman is entitled?

5. The workman appeared in the case and filed his statement of claim. Thereafter he or his lawyer became absent since 5-9-95 without any sufficient cause. Lastly the reference proceeding proceeded exparte against the workman on 14-3-11.

#### 6. Issue No. I

The management has adduced evidence of one witness namely Shri Deepak Singh Thakur who is working as Divisional Engineer (Legal) BSNL, Jabalpur. He has stated that the workman had never worked continuously from 1-2-1984 to 30-4-1990. He worked in Excel Cable Project in the year 1984 for 194 days on the basis of available record. This clearly shows that his service shall not be deemed to be for a period of one year during twelve calendar

months preceding the date of termination as provided under Section 25-B of the Act, 1947. He was admittedly engaged on casual basis. This also shows that there is no violation of the provision of Section 25-F of the Act as his service was in continuous for a period of one year. His evidence is un rebutted. There is no reason to disbelieve his evidence. His evidence is sufficient to prove that there is no violation in terminating him from services. This issue is decided against the workman and in favour of the management.

#### 7. Issue No. II

On the basis of the discussion made above, it is clear that the action of the management is justified and the workman is not entitled to any relief. Accordingly the reference is answered.

8. In the result, the award is passed without any order to costs.

MOHD. SHAKIR HASAN, Presiding Officer

नई दिल्ली, 27 दिसम्बर, 2012

का.आ. 165, - औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसंधान में केंद्रीय सरकार द्वारा केन्द्र सरकार द्वारा जारी किए गए संवैधानिक विवादों के संबंध में निर्दिष्ट औद्योगिक विवादों में केंद्रीय सरकार औद्योगिक अधिकरण/श्रम न्यायालय, चेन्नई के प्रचार (संदर्भ संख्या 85/2011) को प्रकाशित करती है, जो केंद्रीय सरकार को 27-12-2012 को प्राप्त हुआ था।

[सं. एल-42011/19/2011-आई आर (डी यू)]

सुरेन्द्र कुमार, अनुभाग अधिकारी

New Delhi, the 27th December, 2012

S.O. 165 ---In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award (Ref. No. 85/2011) of the Central Government Industrial Tribunal-cum-Labour Court, Chennai as shown in the Annexure, in the Industrial Dispute between the employers in relation to the Director, Central Elector Chemical Research Institute, and their workman, which was received by the Central Government on 27-12-2012.

[No. L-42011/19/2011-IR(DU)]

SURENDRA KUMAR, Section Officer

#### ANNEXURE

#### BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT, CHENNAI

Thursday, the 7th June, 2012

Present : A.N. JANARDANAN Presiding Officer

Industrial Dispute No. 85/2011

(In the matter of the dispute for adjudication under clause (d) of sub-section (1) and sub-section 2 (A) of

Section 10 of the Industrial Disputes Act, 1947 ( 14 of 1947),  
between the Management of Central Electro Chemical  
Research Institute (CECRI), Karaikudi and their Workman)

### BETWEEN

The General Secretary

Thenmandala Podhu Thozhilalar Sangam

Devakottai, Sivaganga District

Tamil Nadu

...1st Party/Petitioner Union

Vs.

The Director

Central Electro Chemical Research Institute

Karaikudi-630006

...2nd Party/Respondent

### Appearance:

For the 1st Party/Petitioner: Sri K. Vasudevan, Advocate

For the 2nd Party/ : M/s T. Ravi Kumar, Advocate

Management :

### AWARD

The Central Government, Ministry of Labour and  
Employment vide its Order No. L-42011/19/2011-IR(DU)  
dated 05.09.2011 referred the following Industrial Dispute  
to this Tribunal for adjudication.

The schedule mentioned in that order is:

"Whether the action of the Management of Central  
Electro Chemical Research Institute (CECRI), Karaikudi for  
not regularizing the Contract Labour as claimed by the  
Thenmandala Podhu Thozhilalar Sangam, Devakottai is  
legal and justified? What relief the workmen are entitled  
to?"

2. After the receipt of Industrial Dispute, this Tribunal  
has numbered it as ID 85/2011 and issued notices to both  
sides. Petitioner entered appearance through Advocate and  
filed Claim Statement. Respondent though served with  
notice by Registered Post did not turn up in spite of several  
adjournments given and had been called absent and set  
ex-parte. Thereafter setting aside ex-parte decree  
Respondent appeared and filed counter.

3. The averments in the Claim Statement bereft of  
unnecessary details are as follows:

The members of the Petitioner Union employed as  
Sweepers and Gardeners in the Respondent/Management  
through Contractors after having put in minimum two years  
and maximum 10 years of service, even with the change of  
Contractors every year, are continuing in employment  
without any interruption. They had been engaged on daily  
rate basis since 1977. In 1983 Management formed a  
Cooperative Society by name Alagappapuram Labour  
Contract Cooperative Society in which the Dy. Director

Mr. K. Balakrishnan of the Management was holding the  
post of President and Mr. K. Subramanian, Scientist as  
Secretary with other seven board of directors from the  
permanent staff. There have been repeated demands and  
agitation to regularize the workmen. The society functioned  
till 1996. Later Mr. K. Selvaraj, Sweeper was nominated as  
president. In 1998 the society was closed and the workers  
were directed to form a separate society to ensure that the  
workers are employed continuously on daily rated basis,  
thus Sivaganga Distt. Labour Contract Society was formed  
by the workers. Thus the workers were continuously  
working. The name of the contractor was being changed to  
avoid regularization. In 2001 in the place of the said Society  
new Society by name Om Shakti Oppandhakargal Nala  
Sangam was formed. Management nominated its own  
workers S/Sri Saravana, P. Ganesan, S. Kannan as President,  
Secretary and Treasurer respectively who have been  
working for the last 20 years. Contract was not given to  
any outsiders. In 2002 Management formed Kalliamman-  
Oppandhakargal Nala Sangam and nominated Mr. A.  
Raman, a retired employee of the Management as President.  
Later on direction workers formed another Society by name  
Sri Ganapathy Oppandhakargal Nala Sangam in which  
one R.K. Muthukumar, a Gardener was President who has  
been working for the last 25 years. The Contractors are not  
registered Contractors. In 2004 under Management's advice  
the name of the Contractor was changed as Sri Ganapathy  
Contractors in which Mr. R.M. Muthukumar was President  
and K.R. Periyasamy was President (Secretary) who have  
been working for the last 25 years. The work performed is  
perennial in nature coming within the Contract Labour  
(Regulation and Abolition) Act, 1970. The contracts  
between the Management and the Contractors are mere  
paper arrangement. The work is directly controlled by the  
Management. The Contractors are only name lenders.  
Payment is directly made by the Management in some cases.  
The Contractors never turn up to the work spot. The  
Contract is sham and make-believe arrangement to evade  
compliance of various beneficial legislations and payment  
of wages. It is exploitation of cheap labour and to avoid the  
workmen the status of regular workmen. Scheme of Contract  
Labour (Regulation and Abolition) Act is to avoid contract  
labour when the work is regular and perennial in nature. In  
Steel Authority of India Ltd. and Others Vs. National  
Union Waterfed Workers and Others (2001-4-LLN-135)  
Apex Court held as follows On issuance of prohibition  
notification under S.10 (1) of the Contract Labour  
(Regulation & Abolition) Act prohibiting employment of  
contract labourer or otherwise, in any industrial dispute  
brought before it by any contract labourer in regard to  
condition of service, the industrial adjudicator will have to  
consider the question whether the contractor has been  
interposed either on the ground of having undertaken to  
produce any given result for the establishment or for supply  
of contract labourer for work of the establishment under a  
genuine contract or is a mere ruse/camouflage to evade

compliance of various beneficial legislations so as to deprive the workers of the benefit thereunder. If the contract is camouflage, the so-called contract labour will have to be treated as employees of the principal employer who shall be directed to regularize the services of the contract labour in the concerned establishment subject to the conditions as may be specified by it for that purpose in the light of para 6 hereunder". Since the work is regular and perennial in nature it is just and necessary that the Respondent/Management should employ workmen in these areas directly under their control instead of contracting out the work. Hence the demand for regular absorption in the fold of the Management is only justified. The names of workers employed as Sweepers and Gardeners with their dates of joining are given in the annexure viz. Sweepers serially numbered from 1 to 18 and Gardeners serially numbered from 1 to 26. Their efforts having failed, ID raised. Merely because the Management has registered under the Contract Labour Act as contended, it does not mean that petitioner is barred from claiming absorption on the ground that the contract is sham and nominal. That the Management has no control over the workmen is untrue. The work is supervised by the officials of the Management who have given certificate vouchsafing them as workers under the Management which is simply denied by the Management as being given only by the Heads of Department of their own capacity. It is nothing but exploitation of cheap labour, victimization and unfair labour practice. The workmen are therefore entitled to absorption and the claim is fully justified, which is prayed for.

4. Though the Respondent was served with notice it did not appear initially and was therefore called absent and set ex-parte. Thereupon petitioner let in evidence by filing Proof Affidavit in lieu of Chief Examination and marked Ex. W1 to Ex. W18 by way of ex-parte evidence. Afterwards an award was passed ex-parte on 22-11-2011 holding that action of the Management in not regularizing the contract labour is not legal and justified.

5. Aggrieved Respondent filed IA 158/2011 praying to set aside the ex-parte award which was not opposed. Accordingly, the ex-parte award was set aside on 21-12-2011 and the ID was restored to file.

6. On the side of the Respondent Counter Statement was filed to which petitioner filed rejoinder.

7. The Counter Statement averments briefly read as follows:

The ID is not maintainable since the dispute is not an Industrial Dispute and CSIR is not an industry as defined under the ID Act. The Prime Minister of India is Ex-Officio President and the Minister-in-Charge of Science and Technology is the Ex-Officio Vice-President of the Society. By resolution of Department of Commerce dated 27-04-1940 and 01-02-1941 Board of Scientific and Industrial

Research and Industrial Research Utilization Committee were constituted. By another resolution dated 26-09-1942 Council of Scientific and Industrial Research (CSIR) was constituted. The functions of the Council include the implementation of the resolution passed by the Legislative Assembly on 14-11-1941 as follows:

"This Assembly recommends to the Governor General in Council that a fund called the Industrial Research Fund be constituted for the purpose of fostering industrial development in this country and that provision be made in the budget for an annual grant of Rs. 10.00 lakhs to the fund for a period of 5 years".

The CSIR set up a chain of national laboratories and research institutes in various parts of the country to make the nation self-sufficient in scientific and industrial spheres. Thus a framework for sustained scientific pursuit and endeavour was made. CSIR has a corps of over 25,000 highly qualified scientists and technologists. This sizeable scientific potential apart from undertaking prolonged investigations on the basic and fundamental problems also tackles specific time-targeted projects in more than one discipline. CECRI is constituent unit of CSIR at Karaikudi to seek excellence in research in electro-chemistry. The research organization catering to the needs of the nation for new inventions and research cannot be industry. It helps for future developments of society. Its main asset is the brain of the scientists doing research. CSIR/CECRI is not indulged in business, trade or manufacture. It is not a commercial enterprise. It does not come within the definition of industry. The reference is not maintainable. Petitioner Sangam is not a contractor. Its activities are not connected with the Institute. It has no locus-standi. The Respondent does not have any Sweepers and Gardeners on its rolls. They are engaged by the Contractors and not by CECRI. There are no permanent posts of Sweepers or Gardeners. CECRI has not engaged Sweepers and Gardeners on daily rated basis from 1977 onwards. It is denied that Alagappapuram Labour Contract Cooperative Society (ALCCS) was formed by the Respondent and employees of the Respondent Institute were the Office Bearers of the Society. It is denied that ALCCS was run by the Respondent till 1996. Respondent was not in any way connected with its formation. Respondent never engaged workers directly or paid wages monthly except for a brief period from 18-09-2001 to 28-02-2002 consequent on the notification dated 08-09-1997 by the Chief Labour Commissioner (Central) covering the Respondent under Section 10(1) of the Contract Labour (Regulation & Abolition) Act, 1970. It is the petitioner union themselves which formed different societies and the closure of the earlier society and participated in the tender process of the Respondent. The works have been contracted to M/s. Om Shakti Oppandhakarargal Nala Sangam and M/s. Kalliamman Oppandhakarargal Nala Sangam based on the lowest quote tendered. Respondent has got no relationship with the

Petitioner's Sangam. Gardening, Sweeping and Cleaning are carried out by awarding contracts, as per rules. There is no master-servant relationship between the contract labour and the Respondent. Respondent Institute was registered under the Contract Labour (Regulation & Abolition) Act, 1970. There is an agreement between the Contractor and Respondent Institute for supply of labour. In the list of Sweepers submitted by the Petitioner there are only three persons who are at present in the rolls of M/s. New Security Force. Their joining date is 01-09-2010. In the list of Gardeners there are 17 persons, now on the rolls of M/s. Sri Ganapathy Oppandhakarargal Nala Sangam. Many of the listed workers were brought in as substitutes in 2008 and 2009 proving that the stated date of joining under the contract is false. Sweeping and Cleaning Contract at CECRI awarded through tender procedure to M/s. Om Shakti Oppandhakarargal Nala Sangam from 01-01-2005 for 12 year extended upto 31-05-2008 which work was subsequently awarded to M/s. NAACS, Madurai from 01-06-2008 to 31-08-2010. Again same was thereafter awarded to M/s. New Security Force, Trichy till 31-08-2012 and are on execution of proper agreements. Similarly horticulture contract was awarded to Sri Ganapathy Oppandhakarargal Nala Sangam from time to time till 29-02-2012. The claim for regularization is devoid of merit and is to be rejected.

8. Rejoinder averments in a nutshell are as follows:

The workers have been working for the past 25 years. One permanent employee viz. one Mr. Kudumban is also working. The workers are working under the supervision of the Respondent and not under the Contractor.

9. Points for consideration are:

(i) Whether non-regularizing the contract labour is legal and justified?

(ii) To what relief the concerned workmen are entitled?

10. The evidence consists of the testimony of WW1 and Ex.W1 to Ex.W18 on the petitioner's side and the testimony of MW1 and Ex. M1 to Ex. M60 on the Respondent's side.

Points (i) and (ii)

11. Heard both sides. Perused the records, documents, evidence and written submissions on behalf of the Respondent. Both sides argued in support of their respective pleadings with reference to documents, evidence and reported decisions of the Supreme Court and High Courts. Conspicuous arguments advanced on behalf of the Petitioner Sangam are that the concerned workmen in the dispute viz. 14 Gardeners and 18 Sweepers have been engaged as Casual Labour since the year 1986 onwards. The Cooperative Society formed in 1983 was formed by the Respondent and its men only and the same was manned

by the Officers of the Respondent Management. The contract was sham and nominal and with the change of Contractors the contract labour did not change. They had been engaged on daily rate basis. The change of the contract was effected in order to avert the regularization of the casual labour for which there has been clamour and agitation repeatedly. There has even been recommendation from the Management for regularization of the workmen. Though all the documents are admitted what is challenged is their genuineness because of being sham. Ex. M1-Agreement is discernibly purchased in the name of R. Saravanan who is only a Sweeper and Ex. M17-M/s. Ganapathy is in the name of R.K. Muthu-Kumar, another Sweeper. The Cooperative Society formed under Ex.W2-Certificate was brought into existence merely at the instance of the Respondent/Management. The said Society is only manned and managed by the Officers of the Respondent/Management. The workmen have been working for long years with less wages. They are to be regularized under the Respondent/Management.

12. Contra arguments on behalf of the Respondent are that the Respondent Institute does not come within the purview of Industry under the Industrial Disputes Act. The said issue is under consideration before a larger constitutional bench of the Supreme Court. The Respondent Institute is engaged in doing research work. The various agreements executed interse the Respondent and the various Contractors/Society are for fixing job contract or extension of the contract for doing gardening, etc. The employees are only contract labour under the control of Contractor. Consequent to agreements work orders have been issued by the Management. Being acts of the sovereign the presumption under Section-114 of the Evidence Act could be drawn to infer that every official or judicial act is regularly and properly done. It is an act of outsourcing of jobs by CSIR. All the documents are genuine and they demonstrate that the acts of the Respondent/Management are true and genuine. No documents have been disputed by the petitioner. There is no document to show that the contract labour was engaged by the Management. There is no master-servant relationship between the Respondent and the Contract Labour. There is no direct employment of the contract labour by the Respondent. The post of Gardeners is not a permanent post. There was license granted by the Assistant Commissioner of Labour (Central) to the Contractor under the Contract Labour (Regulation & Abolition) Act, 1970. The contract is not sham and nominal. The claim is only to be dismissed. Ex.W1-Certificate is not issued by the appointing authority of CECRI and is not a genuine document. Respondent is in no way connected with the Alagappapuram Labour Contract Cooperative Society. The claim of Petitioner for regularization of the workmen is to be dismissed.

13. Reliance was placed on behalf of the petitioner on the decision of the Hon'ble High Court of Madras dated 04.01.2010 in WP No. 10861/2000 between THE GENERAL MANAGER BHARAT HEAVY ELECTRICALS LTD. VS. CANTEN WORKERS OF BHEL REPRESENTED BY THE BHEL CANTEN WORKERS UNION, SECRETARY INDCO SERVICE SOCIETY LTD. AND PRESIDING OFFICER, LABOUR COURT which held that 93. "The learned Counsel has also placed reliance on the judgment of the Division Bench in *M. E. Hangovan and Ors. v. Madras Refineries Ltd.* Manu/TN/0045/2005; 2005(1) MLJ 686. In the said case the Division Bench found that the workmen never contended that the Society was sham and bogus. The Division Bench observed that on the basis of mere averments in the affidavit, it was not possible to declare that the contract entered into by the Madras Refineries with the Contractors were sham and nominal."

14. On behalf of the Respondent reliance was placed on :

M/S. SRI GANAPATHY OPPANDHAKARARGAL NALA SANGAM AND TWO OTHERS VS. THE DIRECTOR, CENTRAL ELECTRO-CHEMICAL RESEARCH INSTITUTE, KARIKUDI AND ANOTHER IN WRIT PETITION NO. 11332/2005, 9345/2006 AND 6432/2007 wherein it was held that "5. There is no dispute in this case that the members of these Associations were not directly employed by the Respondents-Institute. The Respondents appointed contractors to supply labourers. The members of the petitioners-Associations were employed only by the Contractors and not by the respondents-Institute. Thus, in my considered opinion, there is no direct relationship of Master and Servant between the respondents-Institute and the members of the petitioners-Associations"

15. The Respondent had entered into different agreements such as Ex. M1 to Ex. M10 with various agencies for doing Sweeping, Cleaning and Horticultural and Allied Works. The various agencies had obtained licenses under Section 12(1) of Contract Labour (Regulation and Abolition) Act, 1970 for doing the items of work as is evident from Ex. M11 to Ex. M12-Licenses. The agreements and the license do not stand challenged and they go to show that the agreements are not sham and nominal. Consequent to the license work orders were given to them as is evident from Ex. M14 and Ex. M15-Extension of the work orders was given as is evident from Ex. M15 to Ex. M 38. The Contractors had given bio-data of workers as is evident from Ex. M39 to Ex. M44. The bills marked as Ex. M45 and Ex. M46 show payment of charges to Contractors for doing Sweeping and Cleaning work together with Ex. M47, Ex. M48, Ex. M49 and Ex. M50 being Attendance and Acquittance Registers. They would go to show that the agreements are not sham. The Respondent discernibly paid money to the Contractors only and not to the contract

labour. The payments made to the Contractors are not disputed by the petitioner. Same is the position with acquittance and attendance register. The agreements prove that the Contractors provided the labour and has supervisory control over the workers and not by the Management. The case of the petitioner that disciplinary action is taken by the Management is not at all proved by citing even a single instance. It is clear that the petitioner-members were engaged by the Contractor only. No documentary evidence has been produced by them to prove that they were directly engaged by the Respondent. It is not proved that only the Contractors were changed from time to time and that the same work force was continued to be employed by the Management. In the various acts and rules strictly followed by the Management under the Ministry of Science and Technology there is no illegality on the part of the Management. It acted based on valid documents. A presumption can be drawn under Section-114 of the Evidence Act that judicial and official acts have been regularly and properly performed.

16. Petitioners' claim that they had been direct employees under the Respondent/Management though styled as contract labour, the case pleaded in their Claim Statement and Rejoinder, discernibly is without any supporting materials for being substantiated. As held in the very judgment of the Hon'ble High Court of Madras cited on behalf of the petitioner (supra) with mere averments in the affidavit it was not possible to declare that the contract entered into by the Madras Refineries with the Contractors were sham and nominal. What is averred in the Claim Statement is that the contract entered into between the Management and the different Contractors are sham and nominal and that the members of the Petitioner Sangam are really employees under the Management. Though the Petitioner Sangam enumerates various instances to support the contention it has miserably failed to substantiate the facts by means of any evidence or material to lead to the conclusion that they are really workmen under the Respondent/Management and do not constitute a class of "contract labour" by itself through any Contractor. When in the box the case of WWI witness examined for the petitioner is that the power to initiate disciplinary action against the workmen exclusively rests with the Respondent/Management, it has failed to single out and project any instance in which any disciplinary action has been taken by the Management against any of its members. The Petitioner Sangam has not succeeded in proving its case by any oral or documentary evidence to get entitled to the claim for regularization under the Management as though they have been working under the Management as direct employees. Ipse-dixit nature of the testimony of the petitioner is quite inapt to raise its case to the realm of being proved to entitle it to the demand for regularization as though they are direct employees of the Management.

17. The following dictum in the decision of the Hon'ble High Court of Madras relied on behalf of the petitioner is relevant in this context:

31.18. The standards and nature of tests to be applied for finding out the existence of master and servant relationship cannot be confined to or concretised into fixed formula (e) for universal application, invariably in all class or category of cases. Though some common standards can be devised, the mere availability of anyone or more or their absence in a given case cannot by itself be held to be decisive of the whole issue, since it may depend upon each case to case and the peculiar device adopted by the employer to get his needs fulfilled without rendering him liable. That being the position, the veil may have to be pierced to get at the realities. Therefore, it would be not only impossible but also not desirable to lay down abstract principles or rules to serve as a ready reckoner for all situations and thereby attempt to compartmentalize and peg them into any pigeonhole formulae, to be insisted upon as proof of such relationship.

"This would only help to perpetuate practicing unfair labour practices than rendering substantial justice to the class of persons who are invariably exploited on account of their inability of dictate terms relating to conditions of their service. Neither all the tests nor guidelines indicated as having been followed in the decisions noticed above should be invariably insisted upon in every case, not the mere absence of any such criteria could be held to be decisive of the matter a cumulative consideration of a few or more them, by themselves or in combination with any other relevant aspects, may also serve to be a safe and effective method to ultimately decide this often agitated question. Expecting similarity or identity of facts in all such variety or class of cases involving different type of establishments and in dealing with different employers would mean seeking for things, which are only impossible to find".

18. The Management has adequately discharged its function of disproving the case of the petitioner that the members of the Petitioner Sangam are direct employees under it. The various agreements under which they entered into agreement with various agencies for supply of labour to it for doing gardening, sweeping, cleaning and horticultural operations from time to time laying down clear conditions for the performance of the mutual obligations and the considerations in terms of money, etc. to be parted with for the due compliance of the obligations thereunder are before this Court. Discernibly the agreements were entered into between the Respondent/Management, a Government of India institute as per the directions issued from the apex level for getting job contracts done by way of outsourcing. The official acts of the Management, thus

giving rise to the job contracts arose out of sovereign directions and are acts in exercise of sovereign functions. Being official acts Respondent seeks asylum in aid of Section-114 of the Evidence Act and seeks to presume its act of outsourcing the gardening, cleaning, sweeping and horticultural operations as are only genuine and it is not to be regarded as sham and nominal. The question here is not whether the Management has succeeded to disprove the case of the Petitioner Sangam that its members are direct workers under the Respondent and that the agreements are merely sham and nominal but the question is whether the Petitioner Sangam has succeeded in proving its case as pleaded or claimed? "The answer is an emphatic not." Except by way of some averments in the Claim Statement that the members of the Petitioner Sangam are direct workers under the Respondent/Management or that the agreements are merely sham and nominal, no evidence, even any material logically probative to a prudent mind to lead to such an irresistible conclusion has been adduced by it. Should the petitioner stand to succeed. It is not by pricking holes in the evidence adduced by the Respondent that the petitioner should stand to gain. Though presumption under Section-114 of the Indian Evidence Act cannot be invariably of good aid to the Respondent to rebut or disprove the case of the petitioner as pleaded, the Petitioner Sangam having not succeeded in proving its case even with some evidence, say not with adequate evidence it is bound to fail in its claim, even if the principle under Section-114 of the Evidence Act does not ensure to the benefit of the Respondent/Management as pleaded. It is worthy to note the decision of the Hon'ble High Court of Kerala in RAJESH FRANCIS VS. PREETHI ROSLIN (2012-2-KL-T-613) wherein it was held that "Any interpretation which should lead to the tyranny of a conclusive presumption contrary to proved facts will certainly have to be avoided and the other can be preferred. Courts must certainly prefer to come to just conclusions on the basis of facts rather than succumb to conclusive legal presumptions of law. When the fact situation offers a legitimate option for the courts, we have no hesitation to agree that such a construction has to be followed which will cater to the ends of justice. We do also feel that the first concern of any court must certainly be to avoid injustice being done on the basis of a legal presumption when justice can be done on the basis of fact. No court should consider itself a prisoner to the language of a statutory provision or precedents of a bygone era when interpretation consistent with the current legally cognizable inputs and realities can help the court to render justice to the satisfaction of the judicial conscience". As against the plea of the petitioner in his favour there is nothing to hold that the petitioner members are direct employees under the Respondent or that the agreements for contracts of outsourcing, proved genuine, are sham and nominal.

19. In the light of what has been discussed above, I am to hold that Petitioner Sangam is not likely to succeed. It follows that non-regularizing the contract labour is legal and justified. The workmen are not entitled to any relief.

20. The reference is answered accordingly.

(Dictated to the P.A., transcribed and typed by him, corrected and pronounced by me in the open court on this day the 7th June, 2012).

A.N. JANARDANAN, Presiding Officer

**Witnesses Examined:**

For the 1st Party/Petitioner : WW1, Sri G. Sethuraman

For the 2nd Party/Management : MW1, Sri Manual Thomas

**Documents Marked:**

**On the petitioner's side**

Ex.No.	Date	Description
Ex.W1	2-11-1995	Certificate issued by the Respondent
Ex.W2	7-06-1986	Certificate issued by the Algappapuram Labour Contract Co-operative Society.
Ex.W3	13-09-1995	Appointment order to Mr. Kurumban
Ex.W4	25-10-2000	Copy of the credit card
Ex.W5	17-07-2001	Interview card sent by the Respondent
Ex.W6	12-09-2001	Letter written to Sivaganga District Labour Contract Society.
Ex.W7	30-01-2002	Letter of the Respondent
Ex.W8	28-02-2002	Letter to Kalamman Oppanthakarargal Nala Sangam.
Ex.W9	26-12-2002	Probation declared to Mr. Kurumban
Ex.W10	11-7-2003	Letter of the Respondent
Ex.W11	28-5-2004	Letter to Sri Ganapathy Oppanthakarargal Nala Sangam.
Ex.W12	27-07-2004	Letter to Om Sakthi Oppanthakarargal Nala Sangam.
Ex.W13	07-06-2007	Bonus issued by the Respondent
Ex.W14	20-11-2007	Order in W.P. No. 11571 of 2004 etc., bath case
Ex.W15	7-3-2007	Petition filed by the Union
Ex.W16	24-01-2008	Interview letter
Ex.W17	10-10-2008	Letter of the Respondent

Ex.W18 5-09-2011 Letter of the Central Govt.

**On the Management's side**

Ex.No.	Date	Description
Ex-M1	01-07-2003	Agreement made by M/s. Om Sakthi Oppanthakarargal Nala Sangam for Sweeping and Cleaning work from 01-07-2003 to 30-09-2003.
Ex-M2	01-10-2005	Agreement made by M/s. Om Sakthi Oppanthakarargal Nala Sangam for Sweeping and Cleaning work from 01-10-2005 to 30-09-2006.
Ex-M3	14-05-2008	Agreement made by M/s. NACSS - Neat and Clean Service Squad for Sweeping and Cleaning work from 01-06-2008 to 30-06-2010.
Ex-M4	01-07-2009	Agreement made by M/s. NACSS - Neat and Clean Service Squad for Sweeping and Cleaning work from 01-07-2009 to 30-06-2010.
Ex-M5	30-08-2010	Agreement made by M/s. New Security Force for sweeping and Cleaning Work from 01-09-2010 to 31-08-2011.
Ex-M6	21-12-2011	Agreement made by M/s. New Security Force for sweeping and Cleaning Work from 01-09-2011 to 31-08-2012.
Ex-M7	01-02-2004	Agreement made by M/s. Ganapathy Oppanthakarargal Nala Sangam for Horticulture Maintenance and allied work from 01-11-2008 to 31-10-2009.
Ex-M8	01-11-2008	Agreement made by M/s. Ganapathy Oppanthakarargal Nala Sangam for Horticulture Maintenance and Allied Work from 01-11-2008 to 31-10-2009.
Ex-M9	10-11-2009	Agreement made by M/s. Ganapathy Oppanthakarargal Nala Sangam for Horticulture Maintenance and Allied Work from 01-11-2009 to 31-10-2011.
Ex-M10	01-01-2011	Agreement made by M/s. Ganapathy Oppanthakarargal Nala Sangam for Horticulture Maintenance and Allied Work from 01-01-2011 to 31-12-2011.

Ex. No.	Date	Description	Ex. No.	Date	Description
Ex. M11	17-09-2003	License No. 46(76)/2003-A/M dated 16-09-2003 of M/s. Om Sakthi Oppanthakararkal Nala Sangam.			31-05-2008 to M/s. Om Sakthi Oppanthakararkal Nala Sangam.
Ex. M12	30-09-2010	License No. 217/2010-A/M dated 30-09-2010 of M/s New Security Force.	Ex. M22	06-05-2008	Work Order awarding Job Contract for Sweeping and Cleaning Work in CECRI from 01-06-2008 to 31-05-2009 to M/s. Neat and Clean Service Squad.
Ex. M13	21-07-2010	License No. 162/2010-A/M dated 21-07-2010 of M/s. Ganapathy Oppanthakararkal Nala Sangam.	Ex. M23	01-07-2009	Work Order awarding Job Contract for Sweeping and Cleaning Work in CECRI from 01-07-2009 31-06-2010 to M/s. Neat and Clean Service Squad.
Ex. M14	14-09-2005	Work Order 02/2005 awarding Job Contract for sweeping and Cleaning work in CECRI from 01-10-2005—30-09-2006 to M/s. Om Sakthi Oppanthakararkal Nala Sangam.	Ex. M24	07-06-2010	Work Order awarding Job Contract for Sweeping and Cleaning Work in CECRI from 01-07-2010 31-08-2010 to M/s. Neat and Clean Service Squad.
Ex. M15	26-06-2006	Extension of Job Contract for Sweeping and Cleaning work in CECRI from 01-10-2006—30-10-2006 to M/s. Om Sakthi Oppanthakararkal Nala Sangam.	Ex. M25	23-08-2010	Work Order awarding Job Contract for Sweeping and Cleaning Work in CECRI from 01-09-2010 31-08-2011 to M/s. New Security Force.
Ex. M16	14-11-2006	Extension of Job Contract for Sweeping and Cleaning work in CECRI from 01-11-2006—31-12-2006 to M/s. Om Sakthi Oppanthakararkal Nala Sangam.	Ex. M26	07-10-2006	Extension of Job Contract for Gardening Work in CECRI from 01-11-2006 to 30-11-2006 to M/s. Sri Ganapathy Oppanthakararkal Nala Sangam.
Ex. M17	29-12-2006	Extension of Job Contract for Sweeping and Cleaning work in CECRI from 01-01-2007—31-03-2007 to M/s. Om Sakthi Oppanthakararkal Nala Sangam.	Ex. M27	12-12-2006	Extension of Job Contract for Gardening Work in CECRI from 01-12-2006 to 31-12-2006 to M/s. Sri Ganapathy Oppanthakararkal Nala Sangam.
Ex. M18	22-03-2007	Extension of Job Contract for Sweeping and Cleaning work in CECRI from 1-4-2007 to 30-9-2007 to M/s. Om Sakthi Oppanthakararkal Nala Sangam.	Ex. M28	29-12-2006	Extension of Job Contract for Gardening Work in CECRI from 01-01-2007 to 31-03-2007 to M/s. Sri Ganapathy Oppanthakararkal Nala Sangam.
Ex. M19	26-09-2007	Extension of Job Contract for Sweeping and Cleaning work in CECRI from 1-10-2007—31-3-2008 to M/s. Om Sakthi Oppanthakararkal Nala Sangam.	Ex. M29	22-03-2007	Extension of Job Contract for Gardening Work in CECRI from 01-04-2007 to 30-09-2007 to M/s. Sri Ganapathy Oppanthakararkal Nala Sangam.
Ex. M20	25-03-2008	Extension of Job Contract for Sweeping and Cleaning Work in CECRI from 1-4-2008 to 30-4-2008 to M/s. Om Sakthi Oppanthakararkal Nala Sangam.	Ex. M30	26-09-2007	Extension of Job Contract for Gardening Work in CECRI from 01-10-2007 to 31-03-2008 to M/s. Sri Ganapathy Oppanthakararkal Nala Sangam.
Ex. M21	01-05-2008	Extension of Job Contract for Sweeping and Cleaning Work in CECRI from 01-05-2008 to	Ex. M31	25-03-2008	Extension of Job Contract for Gardening Work in CECRI from

Ex. No.	Date	Description	Ex. No.	Date	Description
		01-04-2008 to 30-04-2008 to M/s. Sri Ganapathy Oppanthakararkal Nala Sangam.	Ex. M41	Nil	Bio-Data of Sri S. Ravichandran, Contract Manpower of M/s. New Security Force.
Ex. M32	29-04-2008	Extension of Job Contract for Gardening Work in CECRI from 01-05-2008 to 31-05-2008 to M/s. Sri Ganapathy Oppanthakararkal Nala Sangam.	Ex. M42	30-12-2010	Bio-Data of Sri T. Venkateswaran, Contract Manpower of M/s. Ganapathy Oppanthakararkal Nala Sangam.
Ex. M33	28-05-2008	Extension of Job Contract for Gardening Work in CECRI from 01-06-2008 to 31-08-2008 to M/s. Sri Ganapathy Oppanthakararkal Nala Sangam.	Ex. M43	30-12-2010	Bio-Data of Sri V. Chellakkannu, Contract Manpower of M/s. Ganapathy Oppanthakararkal Nala Sangam.
Ex. M34	25-07-2008	Extension of Job Contract for Gardening Work in CECRI from 01-09-2008 to 31-10-2008 to M/s. Sri Ganapathy Oppanthakararkal Nala Sangam.	Ex. M44	30-12-2010	Bio-Data of Sri S. Sukumaran, Contract manpower of M/s. Ganapathy Oppanthakararkal Nala Sangam.
Ex. M35	23-10-2008	Work Order awarding Job contract for Horticulture maintenance and allied work in CECRI from 01-11-2008 31-10-2009 to M/s. Sri Ganapathy Oppanthakararkal Nala Sangam.	Ex. M45	04-12-2006	Bill and Attendance M/s. Om Sakthi Oppanthakararkal Nala Saangam towards labour charges for Sweeping and Cleaing Work CECRI for the month of November, 2006.
Ex. M36	28-10-2009	Work Order awarding Job contract for Horticulture maintenance and allied work in CECRI from 01-11-2009--31-10-2010 to M/s. Sri Ganapathy Oppanthakararkal Nala Sangam.	Ex. M46	01-3-2007	Bill and Attendance from M/s. Om Sakthi Oppanthakararkal Nala Saangam towards labour charges for Sweeping and Cleaing Work in in CECRI for the month of February, 2006.
Ex. M37	29-10-2010	Extension of Job Contract for Horticulture maintenance and allied work in CECRI from 01-11-2010--31-12-2010 to M/s. Sri Ganapathy Oppanthakararkal Nala Sangam.	Ex. M47	30-08-2008	Attendance and Acquittance of M/s. Neat and clean Service Squad towards labour charges for Sweeping and Cleaning Work in CI-CRI for the month of August, 2008.
Ex. M38	15-12-2010	Work Order awarding Job contract for Horticulture maintenance and allied work in CECRI from 01-01-2011--31.12.2011 to M/s. Sri Ganapathy Oppanthakararkal Nala Sangam.	Ex. M48	31-01-2009	Attendance and Acquittance of M/s. Neat and clean Service Squad towards labour charges for Sweeping and Cleaning Work in CECRI for the month of January, 2009.
Ex. M39	Nil	Bio-Data of Sri K. Chinnaswamy, contract Manpower of M/s. New Security Force.	Ex. M49	08-11-2010	Attendance and Acquittance of M/s. Neat and clean Service Squad towards labour charges for Sweeping and Cleaning Work in CECRI for the month of October, 2010.
Ex. M40	Nil	Bio-Data of Sri M. Ramaiya, contract Manpower of M/s. New Security Force.	Ex. M50	08-12-2011	Attendance and Acquittance of M/s. Neat and clean Service Squad

Ex. No.	Date	Description	Ex. No.	Date	Description
		towards labour charges for Sweeping and Cleaning Work in CECRI for the month of November, 2011.	Ex. M59	26-04-2005	CSIR letter No. 4-14(24)/2003-E.II regarding outsourcing of certain jobs viz. Security, Cleaning, Horticulture, etc.
Ex. M51	04-12-2006	Attendance of Contract Labourers engaged by M/s. Ganapathy Oppanthakararkal Nala Sangam at CECRI for Horticulture maintenance and allied work in CECRI for the month of November, 2006.	Ex. M60	20-03-2012	Letter of Authorization to allow appearance of Sri Manuel Thomas, Controller of Administration of CECRI on behalf of the Management
Ex. M52	01-03-2007	Attendance of Contract Labourers engaged by M/s. Ganapathy Oppanthakararkal Nala Sangam at CECRI for Horticulture maintenance and allied work in CECRI for the month of February, 2007.	नई दिल्ली, 27 दिसम्बर, 2012		
Ex. M53	01-04-2008	Attendance and Acquittance of Contract Labourers engaged by M/s. Ganapathy Oppanthakararkal Nala Sangam at CECRI for Horticulture maintenance and allied work in CECRI for the month of March, 2008.	<p>का.आ. 166 .—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में केंद्रीय सरकार सी एम पी डी आई एल के प्रबंधन के संबंध में नियोजकों और उनके कर्मचारियों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केंद्रीय सरकार औद्योगिक अधिकरण/श्रम न्यायालय नं.1, धनबाद के पंचाट (आई डी संख्या 150/1997) को प्रकाशित करती है, जो केंद्रीय सरकार को 27 12 2012 को प्राप्त हुआ था।</p> <p>[ सं. एल-20012/195/1996 आई आर (सी-1) ] अजीत कुमार, अनुभाग अधिकारी</p> <p>New Delhi, the 27th December, 2012</p> <p>S.O. 166 .—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award (Ref. No. 150/97) of the Central Government Industrial Tribunal-cum-Labour Court, No. 1, Dhanbad as shown in the Annexure, in the Industrial Dispute between the employers in relation to the management of M/s. CMPDIL and their workman, which was received by the Central Government on 27-12-2012.</p> <p>[No. 1-20012/195/1996-IR (C-1)] AJEET KUMAR, Section Officer ANNEXURE BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL (No. 1), DHANBAD In the matter of reference U/s 10(1)(d)(2A) of I.D. Act, 1947 Reference No. 150/1997 Employer in relation to the management of C. M. P. D. L. Ltd. and Their Workmen. Present : Shri Ranjan Kumar Saran, Presiding Officer. Appearances : For the Employers : Sri B. K. Sinha, Dy. Manager For the workman : None. State : Jharkhand. Industry : Coal</p>		
Ex. M54	04-01-2010	Attendance and Acquittance of Contract Labourers engaged by M/s. Ganapathy Oppanthakararkal Nala Sangam at CECRI for Horticulture maintenance and allied work in CECRI for the month of December, 2009.	Dated 10-12-2012		
Ex. M55	31-04-2010	Attendance Roll of Contract Labourers engaged by M/s. Ganapathy Oppanthakararkal Nala Sangam at CECRI for Horticulture maintenance and allied work in CECRI for the month of April, 2010.			
Ex. M56	02-01-2012	Attendance and Acquittance of Contract Labourers engaged by M/s. Ganapathy Oppanthakararkal Nala Sangam at CECRI for Horticulture maintenance and allied work in CECRI for the month of December 2011.			
Ex. M57	13-01-2003	CSIR letter No. 14(6)/1/86-E.II granting permission to engage works for Security and Cleanliness on contract basis.			
Ex. M58	03-10-2003	CSIR letter No. 14(6)/1/86-E.II regarding engagement of Security Contractor.			

**AWARD**

By Order No. L-20012/195/96-IR (C-I), dt. 29-8-97, the Government of India, Ministry of Labour, has in exercise of the power conferred by clause (d) of sub-section (1) and sub-section (2A) of Section 10 of the Industrial Disputes Act, 1947, referred the following disputes for adjudication to this Tribunal :

**SCHEDULE**

"Whether the action of the CMPDIL management to revise the rate of electricity charges from Rs. 0.50 to Rs. 1.30 per unit constitute a charge of service conditions of workmen under Section 9A of the act? If so, whether management action to revise the same in August, 1995 is justified? If not, to what relief are the workmen entitled?"

2. Both parties are noticed and the management appeared through advocate Mr. Lal, workman remained absent constantly since the date fixed for appearance of the parties. Finally the management and the workman lost interest in the case. Hence No Dispute Award is passed. Communicate to the Ministry.

R.K. SARAN, Presiding Officer

नई दिल्ली, 27 दिसम्बर, 2012

**का.आ. 167** .—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में केन्द्रीय सरकार बी सी सी एल के प्रबंधन के संबंध नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण नं. 1, धनबाद के पंचाट (संदर्भ संख्या 140/2000) को प्रकाशित करती है, जो केन्द्रीय सरकार को 27-12-2012 को प्राप्त हुआ था।

[सं. एल-20012/508/1999-आई आर (सी 1)]

अजीत कुमार, अनुभाग अधिकारी

New Delhi, the 27th December, 2012

**S.O. 167.**—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award (Ref. No. 140/2000) of the Central Government Industrial Tribunal-cum-Labour Court No. 1, Dhanbad as shown in the Annexure, in the Industrial Dispute between the employers in relation to the management of M/s. BCCL and their workman, which was received by the Central Government on 27-12-2012.

[No. L-20012/508/1999-IR (C-I)]

AJEET KUMAR, Section Officer

**ANNEXURE**

**BEFORE THE CENTRAL GOVERNMENT  
INDUSTRIAL TRIBUNAL (No. 1), DHANBAD**

In the matter of reference U/s 10(1)(d)(2A) of I. D. Act, 1947.

**Reference No. 140/2000.**

Employer in relation to the management of Bhowra Area of  
M/s. B.C.C.L.

And

Their Workmen.

**Present :** SHRI RANJAN KUMAR SARAN, Presiding  
Officer.

**Appearances :**

For the Employers : Sri U.N. Lal, Advocate

For the workman : None

State : Jharkhand. Industry : Coal

Dated 10-12-2012

**AWARD**

By Order No. L-20012/508 99-IR (C-I), dtd. 1-3-2000, the Government of India, Ministry of Labour, has in exercise of the power conferred by clause (d) of sub-section (1) and sub-section (2A) of Section 10 of the Industrial Disputes Act, 1947, referred the following disputes for adjudication to this Tribunal :

**SCHEDULE**

"Whether the action of the management of Bhowra (S) Colliery of M/s. BCCL in not providing employment to Smt. Shanti Devi W/o Late Raju Dusadh under clause 9.4.2 of N C W A-V is justified? If not, to what relief Smt. Shanti Devi, W/o Late Raju Dusadh is entitled?"

2. Both workman and the management are noticed. The management appeared through advocate but the workman did not appear. The management also did not filed written statement. It is a case of 2000, and it is lingered due to the negligence of the workman. As it appears, there is no dispute between the parties. Hence No Dispute Award is passed. Communicate to the Ministry.

R. K. SARAN, Presiding Officer

नई दिल्ली, 27 दिसम्बर, 2012

**का.आ. 168** .—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में केन्द्रीय सरकार बी सी सी एल के प्रबंधन के संबंध नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण नं. 1, धनबाद के पंचाट (संदर्भ संख्या 100/2006) को प्रकाशित करती है, जो केन्द्रीय सरकार को 27-12-2012 को प्राप्त हुआ था।

[सं. एल-20012/64/2006 आई आर (सी 1)]

अजीत कुमार, अनुभाग अधिकारी

New Delhi, the 27th December, 2012

**S.O. 168** .—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central

Government hereby publishes the Award (Ref. No. 100/2006) of the Central Government Industrial Tribunal-cum-Labour Court No. 1, Dhanbad as shown in the Annexure, in the Industrial Dispute between the employers in relation to the management of M/s. BCCL and their workman, which was received by the Central Government on 27-12-2012.

[No. L-20012/64/2006-IR (C-I)]

AJEET KUMAR, Section Officer

#### ANNEXURE

#### BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL (No. 1), DHANBAD

In the matter of the reference U/s 10(1)(d)(2A) of I.D. Act, 1947

Reference No. 100/2006

Parties:—Employers in relation to the mgt. of M/s.  
Incline Mine Sudamdih M/s. B.C.C.I.

And

Their Workman.

Present : Shri Ranjan Kumar Saran,  
Presiding Officer

#### Appearances :

For the Management : None.  
For the Union/Workman : Sri R. R. Ram, General  
Secretary, BMU  
State : Jharkhand. Industry : Coal

Dated 12-12-2012

#### AWARD

By Order No. L-20012/64/2006-IR(CM-I), dtd. 10-11-2006, the Central Government in the Ministry of Labour has in exercise of the powers conferred by clause (d) of sub-section (1) and sub-section (2A) of Section 10 of the Industrial Disputes Act, 1947, referred the following dispute for adjudication to this Tribunal :—

“Whether the action of the management of Incline Mine Sudamdih of M/s. BCCL in dismissing Shri Harish Chand Bhuia PR M/L from the service of the company w.e.f. 16-3-2005 is fair and justified? If not, to what relief is the concerned workman is entitled?”

2. Both parties are noticed. The workman did not appear. But on his behalf, the concerned Union representative has been appearing, though the case is posted for filing of written statement by the workman. The representative of the union submits that the workman is not traced or no response, was received through notice was sent properly. It is felt, there is no dispute between the parties. Hence no dispute award is passed. Communicate to the Ministry.

R. K. SARAN, Presiding Officer

नई दिल्ली, 27 दिसम्बर, 2012

का.आ. 169. ...औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में केन्द्रीय सरकार बी सी सी एल के प्रबंधन के संबंध निर्योजकों और उनके कर्मचारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण/श्रम न्यायालय नं. 1, धनबाद के पंचाट (संदर्भ संख्या 151/1991) को प्रकाशित करती है, जो केन्द्रीय सरकार को 27 12 2012 को प्राप्त हुआ था।

[सं. एल 20012/181/1991 आई आर (सी 1)]  
अजीत कुमार, अनुभाग अधिकारी

New Delhi, the 27th December, 2012

S.O. 169.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award (Ref. No. 151/1991) of the Central Government Industrial Tribunal-cum-Labour Court, No. 1, Dhanbad as shown in the Annexure, in the Industrial Dispute between the employers in relation to the Management of M/s. BCCL and their workman, which was received by the Central Government on 27-12-2012.

[No. L-20012 181 1991-IR (C-I)]

AJEET KUMAR, Section Officer

#### ANNEXURE

#### BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL (No. 1), DHANBAD

In the matter of reference U/s 10(1)(d)(2A) of I.D. Act, 1947

Reference No. 151 of 1991

Employer in relation to the management of B.C.C.I., Ltd.

And

Their Workmen

Present : Shri Ranjan Kumar Saran,  
Presiding Officer

#### Appearances :

For the Employers : None  
For the Workmen : None  
State : Jharkhand. Industry : Coal

Dated 12-12-2012

#### AWARD

By Order No. L-20012 181 91-IR (Coal-I), dtd. Nil, the Government of India, Ministry of Labour, has in exercise of the power of conferred by clause (d) of sub-section (1) and sub-section (2A) of Section 10 of the Industrial Disputes Act, 1947, referred the following disputes for adjudication to this Tribunal :—

**SCHEDULE**

“Whether the action of the management of Bararec Colliery of M/s. Bharat Coking Coal Ltd. in superannuating Sh. Baleshwar, Prop. Mazdoor, B.B. No. 207819 w.e.f. 16-3-90 is justified? If not, to what relief is the workman entitled?”

1. After notice at the time of receiving the reference till 21-9-2012, none appears i.e. either the management or the workman before this tribunal to put forth their claim. Finally on 21-9-12 registered post notice again sent to both parties but none appears to support their claim. In the meantime 21 years have been passed. Presumably, the parties have settled their disputes between themselves. Hence a No Dispute Award is passed. Communicate to the Ministry.

R. K. SARAN, Presiding Officer

नई दिल्ली, 28 दिसम्बर, 2012

क्र.आ. 170.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में केन्द्रीय सरकार कैंटोनमेंट इन्जेक्स्टिव आफिसर, आगरा के प्रबंधन के संबद्ध नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण/श्रम न्यायालय नं. 1, नई दिल्ली के पंचट (संदर्भ संख्या 95/2011) को प्रकाशित करती है, जो केन्द्रीय सरकार को 20-12-2012 को प्राप्त हुआ था।

[सं. एल. 13011/04/2005-आई आर (डी यू)]

सुरेन्द्र कुमार, अनुभाग अधिकारी

New Delhi, the 28th December, 2012

**S.O. 170.**—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award (Ref. No. 95/2011) of the Central Government Industrial Tribunal-cum-Labour Court No. 1, New Delhi as shown in the Annexure, in the Industrial Dispute between the Cantonment Executive Officer, Agra and their workman, which was received by the Central Government on 20-12-2012.

[No. 1-13011/04/2005-IR(DU)]

SURENDRA KUMAR, Section Officer

**ANNEXURE**

**BEFORE DR. R. K. YADAV, PRESIDING OFFICER  
CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL  
NO. 1, KARKARDOOMA COURTS COMPLEX, DELHI**

**I.D. No. 95/2011**

Shri Surendra Singh, Vice President,  
Indian National Defence Workers Federation,  
43/16, Sector-15/A, Sector-16 Sikandra,  
Agra(UP)-282001.

.....Workman

**Versus**

The Cantonment Executive Officer  
Office of the Cantonment Board,

114- Fatehpur Sikri Road,  
Agra, U.P.-282001.

.....Management

**AWARD**

Three vacancies of driver accrued in Cantonment Board, Agra (in short the Cantonment Board) owing to retirement of its employees. Vacancies were advertised for promotion by the Cantonment Board from amongst its Group D employees. 13 Group D employees submitted their applications for promotion. They were called for test and interview on 23-6-2004. Shri Sagar, Shri Dilip Kumar and Shri Shivpal Singh were found fit for promotion. S/Shri Rajesh Bharat, Bijender, Deep Chandra and Yad Kumar felt aggrieved when they were not found fit for promotion. They raised a demand for their promotion, which was not conceded to by the Cantonment Board. Ultimately they approached the Indian National Defence Workers' Federation (in short the Federation) for raising their dispute before the Conciliation Officer. Shri Surender Singh, Vice President of the Federation, raised their dispute before the Conciliation Officer. Since the Cantonment Board contested their claim, conciliation proceedings ended into failure. On consideration of the failure report so submitted by the Conciliation Officer, the appropriate Government referred the dispute to Central Government Industrial Tribunal-cum-Labour Court, Kanpur, for adjudication vide order No. 1-13011/4/2005-IR(DU), New Delhi dated 26-9-2005, with the following terms:

“Whether the action of the management of Cantonment Board, Agra by not appointing three workman out of the following, namely Shri Rajesh S/o Shri Ramji Lal Shri Bharat S/o. Shri Prem Narain, Shri Bijendra S/o Shri Juggo, Shri Deep Chandra S/o Shri Mohan Lal, and Shri Yad Kumar S/o Shri Ram Charan on the basis of seniority is legal and/or justified. If not, to what relief the workmen concerned are entitled to?”

2. Claim statement was filed on behalf of the claimants pleading therein that Shri Rajesh, Bharat, Bijender, Deep Chander and Shri Yad Kumar are serving with the Cantonment Board for the last 20 years. They are trained heavy vehicle drivers. Work of driving vehicles is taken from them by the Cantonment Board from time to time. Since they are trained drivers, they were called for test the post of driver on 23-6-2004. Test for the post of driver was a mere formality and Cantonment Board had projected their choicest employees as successful. Their test was taken by Shri R.C. Sharma, Head Officer, who did not know driving meant for heavy vehicles. One of the candidates, declared successful in test, was not knowing the job of driving at all. Shri Sagar, Shri Dilip Kumar and Shri Shivpal Singh, junior to the claimants, were selected with a view to favour them. Claimants appeared for test in past also but were not selected. Act of the Cantonment Board in not selecting them for the post of driver amounts to violation of principles of natural justice. It has been pleaded that the Cantonment Board is a local authority, which falls within the category

of industry. Claimants project that an award may be passed in their favour declaring them to be entitled to promotion for the post of driver on the basis of seniority.

3. Cantonment Board made a demurral of the claim, pleading that posts of drivers, pump drivers, road roller drivers and fire engine drivers are to be filled in by promoting lower grade employees provided they hold requisite qualification prescribed for the post by the General Officer Commanding-in-Chief, in pursuance of rule 5-B (c) of the Cantonment Board Service Rules 1937 (in short the Rules). In case existing individuals do not fulfill requisite qualification, above posts are to be filled by way of direct recruitment. Three posts of drivers fell vacant and as such, office order dated 31-5-2004 was issued inviting applications from lower grade employees, who were eligible for promotion. In total 13 candidates applied, who were called for test on 23-6-2004. Shri Sagar, Shri Dilip Kumar and Shri Shivpal Singh were found eligible, hence they were selected for the post of driver.

4. Cantonment Board pleads that there is no common seniority list for entire lower grade staff. Feeder cadre includes all lower servants of the Cantonment Board. Selection of the aforesaid three persons was made according to the prescribed procedure. It is wrong to claim that the person conducting test and interview must be a driver, eligible to drive heavy vehicles. Selection was not to be based on seniority-cum-merit. Since the claimants could not pass the test, hence they were not promoted. On the other hand, their alleged juniors passed the test, hence they were promoted to the post of drivers, eligibility criteria meant for promotion was duly followed. Claimants do not have right for promotion. They simply have a right to be considered for promotion. Claim put forward is devoid of merits, hence it may be discarded, pleads the Cantonment Board.

5. Shri Yad Kumar, entered the witness box to unfold facts on behalf of the claimants. Shri Ashok Kumar Sharma Office Superintendent projected facts on behalf of the Cantonment Board. No other witness was examined by either of the parties.

6. It would not be out of context to mention that vide order No. I-13011/4/2005-IR(DU), New Delhi dated 26-9-2007, the appropriate Government transferred the dispute to Central Government Industrial Tribunal No. II, New Delhi, for adjudication. Vide order No. Z 22019/6/2007-IR(C-II), New Delhi dated 30-3-2011, case was transferred by the appropriate Government to this Tribunal for adjudication.

7. Arguments were heard at the bar. Despite opportunities none came forward on behalf of the claimants to raise submissions. Shri Hari Shankar Goel authorized representative, advanced arguments on behalf of the Cantonment Board. I have given my careful consideration to the arguments advanced at the bar and cautiously

perused the record. My findings on issues involved in the controversy are as follows:—

8. Shri Yad Kumar deposed that he joined the Cantonment Board as sweeper in 1984. During tenure of his service as sweeper, at intervals, he used to drive vehicles for the Cantonment Board. His test for the post of driver was initially taken in the year 1989. He qualified the test but was not promoted. Incumbent who obtained 20 marks in the test was promoted while he obtained 41 marks, but was not promoted. Shri Ghanshyam obtained 20 marks and was promoted. Though he was driving vehicles for the Cantonment Board but was paid wages of loader.

9. He appeared for the test on 23-6-2004 also. He was not informed about the result of that test. 4 posts of driver were lying vacant. On those posts, Shri Sagar, Shri Dilip and Shri Shivpal were appointed. Shivpal did not know driving. He was working as peon in the Cantonment Board for the last 4-5 years. During course of cross-examination, he concedes that three posts of drivers fell vacant owing to retirement of incumbents. Post of driver is promotional post and to be filled from amongst lower grade employees. Employees, who were having valid driving licence, submitted their applications. Only 13 persons submitted their applications, out of whom 3 were selected, namely, Shri Sagar, Shri Dilip Kumar and Shri Shivpal. Post of driver is selection post. He showed his ignorance as to whether any seniority list of loaders is maintained by the Cantonment Board. He concedes that he was awarded 13 marks in the test. He showed his ignorance as to whether Shri Dilip Kumar obtained 15 marks, Shri Sagar 16 marks and Shri Shivpal Singh obtained 14 marks.

10. In affidavit Ex. MWI/A, tendered as evidence, Shri A. K. Sharma Swears that only 13 lower grade employees applied for promotion to the posts of driver. Only 3 persons, namely Shri Sagar, Shri Dilip Kumar and Shri Shivpal Singh were found eligible, hence they were selected. Since post of driver is a selection post, hence it does not warrant any seniority criteria. There is no common seniority list of entire lower grade staff of the Cantonment Board. When grilled on behalf of the claimants, he concedes that Rajesh, Shri Bharat, Shri. Deep Chandra and Shri Yad Ram are regular employees of the Cantonment Board. He further concedes that they were called for driving test and interview. All of them were having valid driving licence. Shri Shivpal Singh was having driving licence, valid with effect from 15-6-2002. Shri Sagar and Dilip Kumar were serving as sweepers when they were selected as drivers. He concedes that at the relevant time, Shri Sagar was working as chowkidar the residence of Chief Executive Officer. He disputes that marks were awarded to the candidates according to whims and fancies.

11. When facts deposed by Shri Yad Ram and Shri Ashok Kumar are appreciated, it came to light that the claimants are working as sweepers with the Cantonment

Board. Claimants possess driving license for driving heavy transport vehicles. In year 2004, three vacancies of driver arose with the Cantonment Board. Cantonment Board circulated those vacancies amongst its lower grade employees, possessing heavy driving license calling upon them to submit their application for promotion. 13 lower grade employees submitted their applications. They were called for written test and interview on 23-6-2004, out of whom Shri Sagar, Shri Dilip Kumar and Shri Shivpal Singh were selected.

12. Shri Yad Kumar alleges that Shri Shivpal Singh, selected as driver, was not having any knowledge to drive vehicles. According to him, he was working as peon in the Cantonment Board from last 4-5 years. Thus it emerges over record that the claimants project malafide on the part of the Cantonment Board in making selection of Shri Shivpal Singh. However, when records were scrutinized, it came to light that Shri Shivpal Singh was having a valid driving license for driving heavy transport vehicle, which was valid from 15-6-2002. Consequently, it is evident that the claim made by Shri Yad Kumar that Shivpal Singh was incompetent to drive heavy transport vehicle, was unfounded. On the other hand, Shri Shivpal Singh was serving the Cantonment Board since 1997. He was an intermediate and having certificate from ITI in fitter trade. Amongst 13 persons called for test and interview, Shri Shivpal Singh was the most qualified. In the year 2004 he was having 7 years service as peon with the Cantonment Board. Therefore, it is evident that Shri Yad Kumar had levelled false allegations to the effect that Shri Shivpal Singh was not knowing driving on the date when he was called for test and interview. Shri Dilip Kumar was serving as sweeper with the Cantonment Board since 1984 and possessed valid driving license with effect from 1996. Shri Sagar was serving as sweeper with the Cantonment Board from last 16 years. He also possessed valid driving license since 1-7-1995. These factors make it apparent that the persons, who were selected for the posts of driver, were eligible in all respects.

13. It is a matter of discretion of the management to select persons for promotions, held Constitutional Bench of the Apex Court in *Brooke Bond (India) Pvt. Ltd.* (1963(1) I.L.J. 256). But three Judge Bench of the Apex Court in *Hindustan Lever Ltd.* (1984 Lab. I. C. 1573) suggested that it is time to reconsider this archaic view of *laissez faire* days where promotion was considered as management function because the whole gamut of labour legislation is to check, control and circumscribe uncontrolled managerial exercise of power with a view to eschew the inherent arbitrariness in exercise of such functions. However, law laid in *Brook Bond India Pvt. Ltd.* (supra) rules the field it was laid there in that though promotion is a management function, "it may be recognized that there may be occasions when a tribunal may have to inter fire with promotions made by the management where it is felt that persons

superseded have been so superseded on account of malafides or victimization." Promotion generally necessitates consideration of competitive suitability of the eligible workmen and such selection process would require the consideration not only of the past performance of those eligible but necessitates making of comparative estimate of their skill, sometimes of technical nature, their personality, capacity to discharge heavier responsibilities and similar other factors. Whether a particular employee should be promoted from one grade to higher grade depends not only on the length of service but also his efficiency and other qualifications for the post to which he seeks to be promoted and in the matter of promotion, intimate knowledge of the higher authority, empowered to promote, have greater value. Seniority plays only a small part in the matter of promotion. In the absence of any malafide under labor practice or victimization, discretion of the management cannot be questioned. Reference can be made to the precedent in *Reserve Bank of India* [1965(2) I.L.J. 175].

14. When malafide, unfair labour practice or victimization is alleged by the workmen adjudicator will have to enquire whether granting of withholding of certain promotion is malafide or act of unfair labour practice or victimization. If he finds that the promotions in question have been made which are unjustified on any one of these grounds, appropriate course for him is to set aside the promotions and ask the employer to consider the case of superseded employees and decide for himself whom to promote after considering the records of the employees worth consideration, except of course the persons whose promotions have been set aside. In other words, when the Tribunal finds that some workers are superseded on account of legal malafide it may have to cancel the promotions made by the employer. See *Williamson Magor & Co.* [1982 (1) I.L.J. 32].

15. The Tribunals are intended to adjudicate industrial disputes between the management and the workmen, settle them and pass effective awards in such a way that industrial peace between the employees and the employer may be maintained so that there can be more productions and benefit of all concerned. For the above purpose, industrial tribunal as far as practicable shall not be constrained or formulate rules of laws and avoid any inability to arrive at an effective award of justice in a particular dispute. In view of the findings, first of all it should be declared that the promotions were illegal and unjustified being an act of arbitrary action of the management and cancel those promotions. There after the Tribunal should ask the management to consider the cases again and to promote the eligible employees. But even after finding of malafide or victimization, it is not within the competence of the Tribunal to consider merits of various employees and then to decide to whom to promote. See *Brooke Bond India Pvt. Ltd.* (supra).

16. When facts of the present controversy are gauged, in view of the law referred above, it is evident that first of all this Tribunal should record finding that the promotion of Shri Sagar, Shri Dilip Kumar and Shri Shivpal Singh were malafide, arbitrary and an act of unfair labour practice on part of the Cantonment Board. As pointed out above claimants project that Shri Shivpal Singh was not knowing driving, when he was promoted by the Cantonment Board. On the other hand, this fact stands discredited since Shri Shivpal Singh was in possession of a valid driving license for driving heavy transport vehicles with effect from 15-6-2002.

17. Ex. WW1/29 is the result sheet of the 13 employees who were called for test and interview on 23-6-2004. Shri Dilip Kumar obtained 8 marks, Shri Sagar also obtained 8 marks while Shri Shivpal Singh obtained 6 marks in driving test, out of 10 marks. In interview, Shri Dilip obtained 7 marks, Shri Sagar 8 marks and Shri Shivpal obtained 8 marks out of 10 marks. Total marks obtained by Shri Dilip Kumar were 15, by Sagar it were 16 and those obtained by Shivpal Singh were 14. Shri Yad Kumar obtained only 13 marks and same was the case with Shri Bijender. Shri Deep Chand, Chandra Bhan and Hamid obtained 12 marks each. Shri Rajesh, Bharat and Shri Ranjit Ram obtained 11 marks each and Shri Rajesh Kumar, Neeru Kumar obtained 10 marks each only.

18. One may wonder as to on what standards such lower grade employees could be questioned in oral examination. When common knowledge is applied, it becomes apparent that such lower grade employees may be asked questions relating to traffic signals, average stopping distance of vehicles on dry landroads, hand signals given by traffic police, line marking on roads and rules relating to overtaking of vehicle on roads etc. Besides, questions on above counts, authorities may judge personality and capability to perform duties of an incumbent during the course of his interview. His intimate knowledge about efficiency, capabilities and capacity to discharge heavier responsibility of the incumbent may also provide parameters to the Competent Authority to award marks in the interview. Shri Shivpal Singh was as intermediate having certificate from ITI in fitter trade. He was in service as a Peon from the last 7 years. Shri Dilip Kumar was working as a sweeper from the last 20 years at the time of his promotion while Shri Sagar had rendered 16 years service as sweeper with the Cantonment Board. Therefore, all these factors marks it clear that there were other factors, which were taken into consideration by the authorities and seniority played only a small role in promotion, I do not find even factual malafide, not to talk of legal malafide in promotion of Shri Dilip Kumar, Sagar and Shri Shivpal Singh. No case of victimization or unfair labour practice has been projected. Consequently, I do not find it to be a case for interference by this Tribunal.

20. There is other facet of the coin. Shri Sagar, Shri Dilip Kumar and Shri Shivpal Singh were not summoned to the Tribunal either suo motu or at the instance of the claimants to project their cause. Thus it is evident that they had no opportunity to present facts before this Tribunal, an award interfering with the promotion of workman without giving notice to him would be invalid, in as much as it would be violative of the rules of natural justice, announced High Court of Delhi in Shyam Lal (1973 9 Lab. I. C. 957). In case award of the Tribunal affects status of another person, that other person must be impleaded as a party to the proceedings and should be given an opportunity of being heard before an award adverse to him is made. Law to this effect was laid down in Jaswant Singh (1987 Lab. I. C. 663). Since Shri Dilip Kumar, Sagar and Shri Shivpal were not heard over the matter, an award adverse to them cannot be made.

21. In view of the facts detailed above, I do not find the case warranting interference with promotion of Shri Sagar, Shri Dilip Kumar and Shri Shivpal Singh as drivers. Claimants, simply agitate that their seniority was not considered. This agitation is unfounded since seniority played only a small part in the matter of promotion. No malafide, unfair labour practice or victimization on the part of the Cantonment Board was brought to the light of the day. Claimants are not entitled to any relief. Action of Cantonment Board by not appointing three workmen out of applicants namely, Shri Rajesh, S/o Shri Ramji Lal, Shri Bharat, S/o Shri Prem Narain, Shri Bijendra, S/o Shri Juggo, Shri Deep Chandra S/o Shri Mohan Lal and Shri Yad Kumar, S/o Shri Ram Charan on the basis of their seniority is legal and justified. Claimants are not entitled to any relief. Their claim statement is discarded. An award is, accordingly, passed. It be sent to the appropriate Government for publication.

Dated 26-10-2012

Dr. R. K. YADAV, Presiding Officer

नई दिल्ली, 28 दिसम्बर, 2012

का.आ. 171.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में केन्द्रीय सरकार कमिशनर, एम. सी.डी. के प्रबंधन के संबद्ध नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण/श्रम न्यायालय नं. 1, नई दिल्ली के पंचाट (संदर्भ संख्या 55/2012) को प्रकाशित करती है, जो केन्द्रीय सरकार को 20-12-2012 को प्राप्त हुआ था।

[सं. एल-42011/192/2011-आई आर (डी यू)]

सुरेन्द्र कुमार, अनुभाग अधिकारी

New Delhi, the 28th December, 2012

S.O. 171.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central

Government hereby publishes the Award (Ref. No. 55/2012) of the Central Government Industrial Tribunal-cum-Labour Court, No. 1 New Delhi as shown in the Annexure, in the Industrial Dispute between the Commissioner, MCD, and their workman, which was received by the Central Government on 20-12-2012.

[No. L-42011/192/2011-IR(DU)]

SURENDRA KUMAR, Section Officer

#### ANNEXURE

**BEFORE Dr. R. K. YADAV PRESIDING OFFICER  
CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL  
NO. 1 KARKARDOOMA COURTS COMPLEX, DELHI**

**I.D. No. 55/2012**

Shri Jagdish Grover S/o Shri J.R. Grover,  
C/o The General Secretary,  
Hospital Employees Union,  
Agarwal Bhawan, G. T. Road  
Tis Hazari, Delhi-110054.

....Workman

#### Versus

The Commissioner,  
Municipal Corporation of Delhi,  
Town Hall Chandni Chowk,  
Delhi-110002

.....Management

#### AWARD

A clerk employed with Municipal Corporation of Delhi (in short the Corporation) got his wife admitted in Sri Ganga Ram Hospital, New Delhi (in short the hospital), for emergency treatment. She was treated there from 10-09-2009 to 20-09-2009. She was discharged from the hospital on 21-09-2009. A sum of Rs.64552.00 was spent by the clerk on her treatment. He submitted bill for reimbursement to the Corporation. His reimbursement claim was rejected by the Corporation claiming that the hospital was not approved for treatment of its employees or their dependents. He raised a dispute before the Conciliation Officer. His claim was contested by the Corporation and as such conciliation proceedings ended into failure. On consideration of failure report, submitted by the Conciliation Officer, the appropriate Government referred the dispute to this Tribunal; for adjudication, vide order-No. L- 42011/192/2011-IR(DU), New Delhi dated 17-02-2012, with following terms:

"Whether the action of the management of Municipal Corporation of Delhi (MCD), New Delhi in rejecting medical reimbursement bill of Rs.64552.00 being treatment of Smt. Lalita Grover wife of Shri Jagdish Grover, S/o Shri G.R. Grover, LDC, R.B.T.S. Hospital is just? What relief the workman is entitled to?"

2. Claim statement was filed by the clerk, namely, Shri Jagdish Grover pleading therein that he is in the employment of the Corporation since January 1977. As on date, he is posted as clerk in RBTB Hospital, Delhi. On 9-09-2009, his wife fell ill. She was taken to Narender Mohan Hospital for treatment. She was treated there for five hours and discharged. On reaching home, her condition deteriorated. She was immediately taken to the hospital, in emergency, She was admitted there and treated from 10-09-2009 to 21-09-2009. She was discharged from the hospital on 21-09-2009. For her treatment, he had to spend a sum of Rs.64552.00, towards medical expenses. He applied for reimbursement of medical bills. His request was rejected on the grounds that the hospital is not on the panel of the Corporation. Action of the corporation is illegal bad and unjustified. He claims that an award may be passed commanding the Corporation to reimburse a sum of Rs. 64552.00 spent by him towards treatment of his wife, besides cost of litigation.

3. Notice of the claimant was sent to the Corporation. Shri Kumar Anil Jha, U.D.C. appeared on behalf of the Corporation on 16-04-12, after adjournment of the case for 7-05-2012 and obtained copy of the claim statement. Thereafter, none appeared on behalf of the Corporation either on 7-05-2012, 11-06-2012, 3-07-2012 and 24-07-2012. Constrained with these circumstances, the Corporation was proceeded ex-parte.

4. Claimant tendered his affidavit as evidence. Since none appeared on behalf of the Corporation, hence opportunity could not be granted to the opposite party to purify facts detailed in the affidavit, by an ordeal of cross examination.

5. Arguments were heard at the bar. Shri Rajiv Aggarwal, authorized representative, advanced arguments on behalf of the claimant. None came forward on behalf of the Corporation to present facts. I have given my careful consideration to the arguments advanced at the bar and carefully perused the records. My findings on issues involved in the controversy are as follows:

6. Claimant swears in his affidavit, tendered as evidence, that he is working with the Corporation as clerk since December 78. At present, he is posted in R.B.T.B. Hospital, His wife, namely, Smt. Lalita Grover fell ill on 9-09-1999. She was admitted to Shri Narinder Mohan Hospital, where she was kept for five hours. On reaching home, her condition again deteriorated. Consequently, she was immediately taken to the hospital in emergency, where she was treated from 10-09-1999 to 21-09-1999. He had to spend Rs.65000.00 towards her medical expenses. He applied for medical reimbursement but his claim was rejected on the plea that the hospital is not on the panel of the

Corporation. Since his wife was taken to hospital in emergency and there was no other way, stand taken by the Corporation is totally illegal, bad and unjustified.

7. Claimant projects that a demand was raised on the Corporation vide communication dated 8-11-2010. Thereafter, conciliation proceedings were initiated. He relied bill amounting to Rs.64552.00, letter dated 7-12-2009 written to the Corporation, discharge summary issued by the hospital, copy of Form II and III submitted by him to the Corporation under the scheme for medical facilities to its employees, discharge certificate dated 21-09-2009 issued by the hospital and copy of resolution dated 19-09-2010, whereby Hospital employees Union espoused his claim, besides his claim statement and written statement filed by the Corporation before the conciliation Officer.

8. When facts unfolded by the claimant in his affidavit are appreciated it emerged over the record that he is in the service of the Corporation as clerk since December 78 and at present posted at R.B. T.B Hospital, Delhi, which is run by the Corporation. Smt. Lalita Grover, his legally wedded wife, fell ill on 9-09-2009. Claimant took her to the hospital for treatment on 10-9-2009. As unfolded by the claimant, Smt. Lalita Grover was admitted in the hospital on 10-09-2009. She remained admitted there and was discharged on 21-09-2009. Question for consideration comes as to whether the claimant is entitled to claim reimbursement of medical bills pertaining to the disease of his wife. For an answer health scheme applicable to the employees of the Corporation is to be considered. Corporation has adopted the Scheme of C.G.H.S. for its employees. As per the health scheme adopted by the Corporation, an employee is eligible to avail medical facilities, including members of his family. The term "family" means and includes:—

1. Husband/wife including more than one wife and a judicially separated wife,

2. Parents (excluding step parents,) subject to the following:

- a. In case of adoption, adoptive parents and not real parents,
- b. If adoptive father has more than one wife, only the first wife; and
- c. In case of female employees, parents or parents-in-law, at her option, subject to the conditions of dependency and residence etc. being satisfied.

3. Children including step children, legally adopted children, children taken as wards by the Government servant under the Guardians and Ward Act, 1980

4. Sons suffering from permanent disability either physically or mentally, without any-age-limit.

5. Dependent divorced/abandoned or separated from their husbands/Widowed daughters (irrespective of age)

6. Dependent unmarried/divorced/abandoned or separated from their husbands/widowed sisters

7. Minor brothers

8. Dependent brothers,

9. Step-mother

9. No claim was put forward by the Corporation disputing that Smt. Lalita Grover was not legally wedded wife of the claimant not even an iota of fact was projected before the Tribunal to the claim that Smt. Lalita Grover was not the wife of the claimant. Therefore, it is concluded that Smt. Lalita Grover is legally wedded wife of the claimant. She formed part of the family of the claimant and as such, the claimant is entitled to seek medical reimbursement bill relating to her ailment.

10. Medical claims of employees of the Corporation can broadly be categorized into:—(i) claims preferred against treatment in Government hospital/ referral hospital/ recognised hospitals and (ii) claims preferred against, treatment in unrecognised private hospitals. Corporation does not reimburse bills relating to treatments taken from private unrecognised hospitals. There is one exception to this general rule. In cases where treatment was taken in private unrecognised hospitals in emergency, claims preferred may be referred to recognised hospital, who after examination of each case on merit, will recommend the admissible amount for treatment to beneficiaries. Such proposals should be recommended by the Head of the Department. The claim is to be preferred within a period of three months from the date of discharge from the hospital. If the claim becomes time barred, then condonation of the period is done by the Department concerned.

11. As is evident, Smt. Lalita Grover was taken to the hospital by the claimant, which was not a panel hospital recognized by the Corporation. Thus it is evident that the claim preferred by the claimant relates to treatment taken in an unrecognised private hospital. Consequently, it is to be taken note of as to whether treatment was taken by Smt. Grover from the hospital in emergency. For an answer to this proposition, I have to take note of facts contained in the discharge summary of the patient. Discharge summary issued by the hospital, makes it apparent that Smt. Lalita Grover was complaining of pain in nape of the neck from last two months with parasthesia. She felt weakness of left upper limb from last eight days, besides involvement of left side of the trunk and parasthesia. Weakness of left lower limb was complained by her from last four days, with difficulty in walking. With this history, she landed in the hospital where motor power was noted. In right side of her

body, including upper and lower limb, motor power was 5/5, while in left side of her body, including upper and lower limb, motor power was 4/5. It was diagnosed that sensation below the cervical 4th level of left side decreased. MRI dorsal spine was done and lesion at cervical 4 to cervical 6 was doubted, Hospital authorities opined that she was suffering from myelitis.

12. Whether there was emergency for Smt. Lalita Grover to land in the hospital for her treatment? Decrease of motor power in left upper and lower limb, difficulty in walking and decrease of sensation below cervical 4th level of left side make a patient feel alarmed. Everyone has instinct to preserve and protect his body. A wise person always undertakes protective measures for his body. Even persons suffering from leprosy and other diseases do not wish to get rid of their body. Self preservation is an instinct common to all beings. Therefore, it is apparent that Smt. Lalita Grover became apprehensive when motor power in left side of her body decreased, besides decrease in sensation below cervical 4th level. On examination, doctor confirmed her doubts and found her to be a patient of myelitis. In case parasthesia increases, it reaches the stage of anaesthesia. Therefore, the act of Smt. Lalita Grover rushing to the hospital for treatment cannot be taken as luxury hospitalization. Even otherwise, Corporation has not projected it to be a case of getting luxury treatment. Corporation filed its written statement before the Conciliation Officer, copy of which has been placed before this Tribunal. In its written statement, referred above Corporation nowhere disputes it to be a case of taking treatment from the hospital in emergency.

13. When claimant took his wife to the hospital in emergency, his claim was to be considered by the Corporation for reimbursement. However, his claim is to be limited to the amount to which he is entitled. His entitlement is to be decided in accordance with his status of employment with the Corporation. As emerged out of records, he is working as clerk, whose basic pay is Rs.8870.00 with grade pay of Rs.1900.00. On this criteria, he is entitled for room facility of General Wards, reimbursement in respect of which is limited to Rs.500.00 per day. Wife of the claimant remained in the hospital for 11 days and was discharged in the morning hours of 21-09-2009. Therefore, his entitlement towards room rent comes to Rs.5500.00 only. Towards X-ray, biochemistry laboratory charges, haematology laboratory Charge and microbiology laboratory charges his entitlement comes only to Rs.80.00, Rs.30.00, Rs.24.00, Rs.100.00 and Rs.50.00 respectively. In case of doctor's visit, I have to referred the discharge summary, which projects that the patient was managed conservatively, who showed improvement. Therefore, it is evident that no active treatment was given, except lumbar puncture done with a view to take cerebral

spinal fluid for investigation. She was treated by medication for symptoms developed at the time of admission and during her hospitalization. For such a patient, one visit of the doctor per day is sufficient. Even otherwise, discharge summary or other documents nowhere project as to how many visits were paid by the doctor to the patient in a day. Taking into account these facts, it is emerging that the claimant is entitled for doctor's visit @ Rs.30 per visit. Thus his claim for reimbursement towards doctor's visit comes to Rs.330.00 only. Towards MRI charges, his entitlement is Rs.1000.00. For medicines, his entitlement is Rs.7872.00, which was spent by him in the hospital. Therefore, claim for reimbursement of the claimant comes to Rs.14,986.00 only.

14. In view of the reasons detailed above, it is crystal clear that the claimant is entitled for medical reimbursement claim from the Corporation, amounting to Rs.14,986.00 only. An award is passed directing the Corporation to reimburse Rs.14,986.00 to the claimant within a period of one month from the date award becomes operative. It be sent to the appropriate Government for publication.

Dated 19-11-2012

Dr. R. K. YADAV, Presiding Officer

नई दिल्ली, 10 जनवरी, 2013

का.आ. 172.— केन्द्र सरकार, राजभाषा (संघ के शासकीय प्रयोजनों के लिए प्रयोग) नियम, 1976 (यथासंशोधित 1987) के नियम 10 के उप-नियम (4) के अनुसरण में, श्रम और रोजगार मंत्रालय के प्रशासकीय नियंत्रणाधीन निम्नलिखित कार्यालय को, जिनके न्यूनतम 80 प्रतिशत कर्मचारियों ने हिन्दी का कार्यसाधक ज्ञान प्राप्त कर लिया है, एतद्वारा अधिसूचित करती है :—

प्रभागीय कार्यालय, कर्मचारी राज्य

बीमा निगम, शाहदरा (नंद नगरी)

[ सं. ई-11017/1/2006-च.भा.नी.]

चन्द्र प्रकाश, संयुक्त सचिव

New Delhi, the 10th January, 2013

S.O. 172. — In pursuance of Sub-Rule (4) of Rule 10 of the Official Language (Use for official purposes of the Union) Rules, 1976 (as amended 1987) the Central Government hereby notifies following office under the administrative control of the Ministry of Labour & Employment at least 80% Staff where of have acquired working knowledge of Hindi :

Divisional Office, Employees State

Insurance Corporation

Shahdara (Nand Nagari)

[No. E-11017/1/2006-RBN]

CHANDRA PRAKASH, Jt. Secy.